BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT # 79-131 DATE 3-23-79

Title: VI Modification Number 001 Contract Number 78-414

Program: Washington Fire Protection District

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 14,040 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

1. To extend the term of the contract.
2. To transfer the Clerk Dispatcher to a Title II contract.
3. To add Special Conditions that hold the subgrantee to the provisions of the new CETA Amendments of 1978.
4. To add a Program Operations Handbook.

Micro Fiohed

FILED

APR 11 1979

PETER McNAMEE, Clerk
By Debra Magaluna
DEPUTY

MODIFICATION

1. The term of the contract now runs from January 1, 1979 to September 30, 1979.
2. The attached position listing and budget are added to the contract.
3. The attached Special Conditions are added to the contract.
4. The attached Program Operations Handbook is added to the contract.

$23,436
New grand total and fixed price

X _____ 4/26/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC Not Applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bobby C. Maryland MAR 28 1979
Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

POSITION LISTING

TITLE VI

WASHINGTON FIRE PROTECTION DISTRICT

	POSITION	SALARY 4-01-79 to 9-30-79	BENEFITS 9-30-79	TOTAL
Two	Fire Fighter	$9,996	$4,044	$14,040

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]5

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Washington Fire Protection District
317 Third Street
Broderick, CA 95605

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			2,340					2,340
MAY			2,340					2,340
JUNE			2,340					2,340
JULY			2,340					2,340
AUG.			2,340					2,340
SEPT.			2,340					2,340
TOTAL			14,040					14,040

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			1,666	674			2,340
MAY			1,666	674			2,340
JUNE			1,666	674			2,340
JULY			1,666	674			2,340
AUG.			1,666	674			2,340
SEPT.			1,666	674			2,340
TOTAL			9,996	4,044			14,040

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

KEN F. SAWITZKY, JR. Acting Fire Chief
Name and Title of Authorized Official

Ken F. Sawitzky Jr. 4/5/79
Signature Date

For CETA Approval Only:

Jack A. Boggs 3-27-79
Accountant Date

Principal Administrative Analyst 3-27-79
Date

YC 108 (10-78)

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Ken F. Sawtzky, Jr. Acting Fire Chief 4/5/79

SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

Micro Fiched

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Ken F. Sawitzky Jr.
Authorized Signature

4/5/79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT # 79-132 — DATE 3-23-79

Yuba College - Woodland Center

Title: II	Modification Number	Contract Number
Program: Public Service Employment	First (1)	78-411

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 5,820 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

This modification request has four purposes:

1) to transfer one (1) position currently authorized under Title II to Title VI, effective March 30, 1979;

2) to extend the length of the contract for the position left in Title II through September 30, 1979;

3) to add certain SPECIAL CONDITIONS, as developed by County Counsel to the assurances of the contract; and

4) to add a PROGRAM OPERATIONS HANDBOOK to the contract term.

MODIFICATION

This contract modification will, specifically: 1) delete the position of an Instructional Assistant I/II from Title II to transfer it to Title VI; 2) extend the remaining position of a Secretary I/II through September 30, 1979; and 3) provide the SPECIAL CONDITIONS and PROGRAM OPERATIONS HANDBOOK for the subgrantee's signature.

$12,135
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

A Title VI contract has been prepared by staff to accomodate the position transferred above.

Recommendation of the MAPC Not Applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date

Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Yuba College - Woodland Center
635 California Street
Woodland, CA 95695

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			970					970
MAY			970					970
JUNE			970					970
JULY			970					970
AUG.			970					970
SEPT.			970					970
TOTAL			5,820					5,820

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			694	276			970
MAY			694	276			970
JUNE			694	276			970
JULY			694	276			970
AUG.			694	276			970
SEPT.			694	276			970
TOTAL			4,164	1,656			5,820

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ _____ 3-27-79
Name and Title of Authorized Official — Accountant — Date

_____ _____ _____ 3-27-79
Signature — Date — Principal Administrative Analyst — Date

YC 108 (10-78)

POSITION LISTING

TITLE II

YUBA COLLEGE - WOODLAND CENTER

	POSITION	SALARY 4-01-79 to 9-30-79	BENEFITS	TOTAL
One	Secretary I/II	$4,164	$1,656	$5,820

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

Micro Fiched

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

Micro Fiched

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Authorized Signature

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT #79-133

REQUEST FOR PROGRAM MODIFICATION
Winters Joint Unified School District

DATE
March 23, 1979

Title: IID

Modification Number
First (1)

Contract Number
78-408

Program: Winters Joint Unified School District

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 45,348 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this contract is three-fold:

Micro Fiched

1. to extend the length of the contract for the ten (10) authorized positions through the end of the fiscal CETA year;
2. to add certain SPECIAL CONDITIONS, as developed by County Counsel, to the assurances of the contract; and
3. to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

FILED

APR - 6 1979

PETER McNAMEE, Clerk
By Roberta Nagahara
DEPUTY

MODIFICATION

This contract will extend the following positions through September 30, 1979:

One (1) Bookkeeper
Six (6) Gardener/Custodians
Two (2) Library Clerks
One (1) Secretary

and will provide the SPECIAL CONDITIONS and PROGRAM OPERATION HANDBOOK.

$68,026
New grand total and fixed price

Signature of program operator Date 4-4-79

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC Not Applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date MAR 28 1979

Effective date of modification MAR 28 1979

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			7,558					7,558
MAY			7,558					7,558
JUNE			7,558					7,558
JULY			7,558					7,558
AUG.			7,558					7,558
SEPT.			7,558					7,558
TOTAL			45,348					45,348

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			5,954	1,604			7,558
MAY			5,954	1,604			7,558
JUNE			5,954	1,604			7,558
JULY			5,954	1,604			7,558
AUG.			5,954	1,604			7,558
SEPT.			5,954	1,604			7,558
TOTAL			35,724	9,624			45,348

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Will H. Oser Director of Fish Prods
Name and Title of Authorized Official

Signature

11-14-79
Date

For CETA Approval Only:

Accountant — 3-27-79 Date

Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

WINTERS JOINT UNIFIED SCHOOL DISTRICT

	POSITION		SALARY 4-01-79 to 9-30-79	BENEFITS	TOTAL
One	Bookkeeper		$ 3,552	$ 822	$ 4,374
Six	Gardener/Custodian		21,852	5,940	27,792
Two	Library Clerk		6,768	1,884	8,652
One	Secretary		3,552	978	4,530
Ten		Total	$35,724	$9,624	$45,348

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Wm. H. Cox, Director of Prog. 4-4-79

SUBGRANTEE Authorized Signature and Title Date

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

William H Cox

Authorized Signature

4-4-79

Date

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT #79-134 — DATE 3-23-79

Title: IID — Modification Number — Contract Number

Program: Davis Joint Unified School District — 002 — 78-401

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 777 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

To add a second Instructional Aide to the Title IID contract, effective March 1, 1979. This position was previously authorized and unfilled due to the hiring freeze and therefore not included in the original contract.

FILED

APR 20 1979

PETER McNAMEE, Clerk

By Rubie Mayberry DEPUTY

MODIFICATION

The attached position listing and operating budget supersede those currently in the contract.

$13,725
New grand total and fixed price

Signature of program operator — Date 4/17/79

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC — NA — [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — MAR 28 1979 Date

MAR 1 - 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Davis Joint Unified School District
23 Russell Boulevard
Davis, CA 95616

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			4,316					4,316
FEB.			4,316					4,316
MAR.			5,093					5,093
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			13,725					13,725

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			3,461	855			4,316
FEB.			3,461	855			4,316
MAR.			4,069	1,024			5,093
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			10,991	2,734			13,725

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Daniel L. Predovich, District Superintendent
Name and Title of Authorized Official

Daniel L. Predovich 4/16/79
Signature Date

For CETA Approval Only:

Accountant 3-27-79
Date

Principal Administrative Analyst 3-27-79
Date

C 108 (10-78)

POSITION LISTING
TITLE IID
DAVIS JOINT UNIFIED SCHOOL DISTRICT

	POSITION	SALARY 1-1-79	BENEFITS to 3-31-79	TOTAL
One	Account Clerk/Attendant	$ 2,052	$ 531	$ 2,583
One	Groundsperson	2,097	426	2,523
One	Delivery Person	2,358	588	2,946
One	Instructional Aide I/II	1,824	507	2,331
One	Receptionist	2,052	513	2,565
				Micro Fiched
		3-1-79 to 3-31-79		
One	Instructional Aide I/II	608	169	777
Six	Total	$10,991	$2,734	$13,725

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT #79-135 DATE 3-23-79

Title:	Modification Number	Contract Number
Program: Davis Joint Unified School District	003	78-401

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 25,578 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

1. To increase the duration of the contract.
2. To delete the position of Delivery Person from this contract effective March 29, 1979 in order to transfer to a Title VI contract.
3. To add Special Conditions which hold the subgrantee to the provisions of the new CETA Amendments of 1978.
4. To include a Program Operations Handbook in the contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Richie Magalona DEPUTY

MODIFICATION

1. The term of the contract is now January 1, 1979 to September 30, 1979.
2. The attached position listing and operating budget are added to the contract.
3. The attached Special Conditions are added to the contract.
4. The attached Program Operations Handbook is added to the contract.

$39,303
New grand total and fixed price

Kenneth Fair 4/17/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C. Marchand MAR 28 1979
Signature of Authorized Officer Date

MAR 29 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Davis Joint Unified School District

23 Russell Boulevard

Davis, CA 95616

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			4,263					4,263
MAY			4,263					4,263
JUNE			4,263					4,263
JULY			4,263					4,263
AUG.			4,263					4,263
SEPT.			4,263					4,263
TOTAL			25,578					25,578

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			3,390	873			4,263
MAY			3,390	873			4,263
JUNE			3,390	873			4,263
JULY			3,390	873			4,263
AUG.			3,390	873			4,263
SEPT.			3,390	873			4,263
TOTAL			20,340	5,238			25,578

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Daniel L. Predovich, District Superintendent

Name and Title of Authorized Official

Daniel L. Predovich 4/6/79

Signature Date

For CETA Approval Only:

Accountant 3-27-79

Date

Principal Administrative Analyst 3-27-79

Date

YC 108 (10-78)

POSITION LISTING
TITLE IID
DAVIS JOINT UNIFIED SCHOOL DISTRICT

	POSITION		SALARY 4-1-79	BENEFITS to 9-30-79	TOTAL
One	Account Clerk/Attendance		$ 4,164	$1,116	$ 5,280
Two	Instructional Aide I/II		7,812	2,076	9,888
One	Receptionist		3,906	1,032	4,938
One	Groundsworker I		4,458	1,014	5,472
Five		Total	$20,340	$5,238	$25,578

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Daniel Thielbar & 4/16/79

SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

Micro Fiched

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

Micro Fiched

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Kenneth Fair
Authorized Signature

April 27, 1979
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — DATE

AGREEMENT # 79-136 — March 23, 1979

Title: VI	Modification Number	Contract Number
Program: Yolo-Solano Air Pollution Control District	001	78-418

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 5,982 ☐ Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

Micro Fiched

GENERAL INTENT

1. To extend the term of the contract.
2. To delete the position of Air Pollution Technician and add the position of Engineering Aide, effective March 30, 1979, reflecting a position downgrade.
3. To add Special Conditions which hold the subgrantee to the provisions of the CETA Amendments of 1978.
4. To include a Program Operations Handbook in the contract.

FILED

APR 11 1979

PETER McNAMEE, Clerk
By Rubie D'Agostino
DEPUTY

MODIFICATION

1. The term of the contract runs from January 1, 1979 to September 30, 1979.
2. The attached position listing and operating budget added to the contract.
3. The attached special conditions we added to the contract.
4. The attached Program Operations Handbook is added to the contract.

$ 8,982
New grand total and fixed price

James A. Tucker 4/3/79
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC N/A ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand MAR 28 1979
Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

POSITION LISTING

TITLE VI

YOLO-SOLANO AIR POLLUTION CONTROL

	POSITION	SALARY 3-30-79 to 9-30-79	BENEFITS 3-30-79 to 9-30-79	TOTAL
One	Engineering Aide I	$ 4,710	1,272	5,982

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA 9[redacted]5

CETA TITLE VIOPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 23, 1979

Subgrantee Name and Address:

Yolo-Solano Air Pollution Control District

P.O. Box 1006

Woodland, CA 95695

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			7					7
APR.			990					990
MAY			997					997
JUNE			997					997
JULY			997					997
AUG.			997					997
SEPT.			997					997
TOTAL			5,982					5,982

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			5	2			7
APR.			780	210			990
MAY			785	212			997
JUNE			785	212			997
JULY			785	212			997
AUG.			785	212			997
SEPT.			785	212			997
TOTAL			4,710	1,272			5,982

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

James A. Koslow, APCO
Name and Title of Authorized Official

James A. Koslow 4/3/79
Signature Date

For CETA Approval Only:

Jack A. Boyd 3-27-79
Accountant Date

Principal Administrative Analyst 3-27-79
Date

YC 108 (10-78)

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

James A Nicholas 4/3/79

SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiohed

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

4/3/79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT NO. 79-137 DATE March 30, 1979

Title: VI | Modification Number 001 | Contract Number 78-416

Program: Winters Fire Protection District

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 28,030 ☐ Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The general intent is to add positions and increase funds in this contract to accomodate two firefighters who are being transferred out of a Title II-D contract effective March 30, 1979. In addition, Special Conditions are added to the contract holding the subgrantee to the new CETA Act Ammendments of 1979. In addition, the Title VI contract expires March 31, 1979 and the contract must be extended.

FILED
APR - 3 1979
PETER McNAMEE, Clerk
By Vicki Hughes DEPUTY

MODIFICATION

1. The attached budget and position listing are added to the contract.
2. The attached Special Conditions are added to the contract.
3. The attached Program Operations Handbook is added to the contract.
4. The term of the contract now runs from January 1, 1979 to September 30, 1979.

$38,626
New grand total and fixed price

Vernon E Brown 4/2/79
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC N/A ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bob A. Moorhead MAR 28 1979
Signature of Authorized Officer Date

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO._____ DATE_____

Subgrantee Name and Address:
Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person_____
Phone_____ Contract No._____
Period: From _____ To_____
Program Name_____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			92					92
APR.			6,040					6,040
MAY			6,040					6,040
JUNE			6,040					6,040
JULY			6,040					6,040
AUG.			6,040					6,040
SEPT.			6,040					6,040
TOTAL			36,332					36,332

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			70	22			92
APR.			4,660	1,380			6,040
MAY			4,660	1,380			6,040
JUNE			4,660	1,380			6,040
JULY			4,660	1,380			6,040
AUG.			4,660	1,380			6,040
SEPT.			4,660	1,380			6,040
TOTAL			28,030	8,302			36,332

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

VERNON C. BRUHN
FIRE CHIEF
Name and Title of Authorized Official

Vernon C Bruhn 4/2/79
Signature Date

For CETA Approval Only:

Jack A. Brown 3-27-79
Accountant Date

Thomas L. Sloan 3-27-79
Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI

WINTERS FIRE PROTECTION DISTRICT

	POSITION		SALARY 3-30-79 to 9-30-79	BENEFITS	TOTAL
Four	Firefighter		$ 9,070	2,782	11,852
Two	Firefighter Trainee		18,960	5,520	24,480
		TOTAL	$ 28,030	$ 8,302	$ 36,332

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Vernon C Brake — Apr 2 1979

SUBGRANTEE Authorized Signature and Title — Date

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

Apr 2 1979
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT #79-138 DATE March 30, 1979

Title: IID to Title VI | Modification Number | Contract Number

Program: Yolo County Resource Conservation District | 79-111

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 5,166 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The current contract expires March 31, 1979. The general intent of this modification is to extend the term of the contract. In addition, the position must be transferred to Title VI due to possible future supplementation.

RECEIVED
APR - 2 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
APR 2 1979
PETER McNAMEE, Clerk
By Barbara Rodgers Deputy

Micro Fiched

MODIFICATION

1. The term of the contract is modified and now runs from March 13, 1979 to September 30, 1979.
2. The contract is a Title VI contract as of March 30, 1979.
3. The attached position listing and operating budget supersede those currently in the contract.

$5,511
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer MAR 28 1979 Date

MAR 30 1979 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. 001 DATE March 30, 1979

Subgrantee Name and Address:
Yolo County Resources Conservation District
Box 135
Zamora, CA 95698

Contact Person Ken Bigelow
Phone 662-2037 Contract No.
Period: From 3-20-79 To 9-30-79
Program Name PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			$345					345
APR.			861					861
MAY			861					861
JUNE			861					861
JULY			861					861
AUG.			861					861
SEPT.			861					861
TOTAL			$5,511					$5,511

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			$ 313	$ 32			345
APR.			782	79			861
MAY			782	79			861
JUNE			782	79			861
JULY			782	79			861
AUG.			782	79			861
SEPT.			782	79			861
TOTAL			$5,005	$ 506			$5,511

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature Date

For CETA Approval Only:

Accountant 3-27-79 Date

Principal Administrative Analyst 3-27-79 Date

YC 108 (10-78)

POSITION LISTING

Yolo County Resources Conservation District

POSITION	SALARY 3-20-79 to 3-29-79	BENEFITS	TOTAL
Title IID			
1 - Soil Conservation Services Technician .4 mo @ $782/79	$313	$ 32	$345
Title VI			
1 - Soil Conservation Services Technician 6 mos @ $782/79	$4,692	$474	$5,166
Total	$5,005	$506	$5,511

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
Young Men's Christian Association

AGREEMENT #79-139

DATE
3-23-79

Title: II

Modification Number
First (1)

Contract Number
79-112

Program: Public Service Employment

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 9,619 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

There are four purposes for this modification:

1) to provide funding for the position recently authorized by the Board of Supervisors;
2) to extend the contractual length of the contract to the end of the CETA fiscal year;
3) to add SPECIAL CONITIONS, as developed by the County Counsel, to the assurances of the contract; and
4) to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

FILED
APR 3 - 1979
PETER McNAMEE, Clerk
By Richard Rueschman
Deputy

MODIFICATION

1. The attached position listing and operating budget supersede those in the current contract.
2. This modification will 1) add the authroized position of one (1) Clerk Typist; 2) extend the contract through September 30, 1979; 3) and add the SPECIAL CONDITIONS and PROGRAM OPERATIONS HANDBOOK for the subgrantee's signature.

$10,374
New grand total and fixed price

Thomas W. Sloan 4/3/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

The staff recommends approval of this modification.

Recommendation of the MAPC Not Applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date MAR 2 0 1979

FEB 27 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Yolo County Young Men's Christian Association

1300 College Street

Woodland, CA 95695

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			1,482					1,482
APR.			1,482					1,482
MAY			1,482					1,482
JUNE			1,482					1,482
JULY			1,482					1,482
AUG.			1,482					1,482
SEPT.			1,482					1,482
TOTAL			10,374					10,374

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			1,300	182			1,482
APR.			1,340	142			1,482
MAY			1,340	142			1,482
JUNE			1,340	142			1,482
JULY			1,340	142			1,482
AUG.			1,340	142			1,482
SEPT.			1,340	142			1,482
TOTAL			9,340	1,034			10,374

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas D. Sloan General Director

Name and Title of Authorized Official

Thomas D Sloan 4/3/79

Signature Date

For CETA Approval Only:

Jack A Boyer 3-27-79

Accountant Date

Lawrence L Hunter Jr 3-27-79

Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING
TITLE IID
YOLO COUNTY YOUNG MEN'S CHRISTIAN ASSOCIATION

	POSITION		SALARY	BENEFITS	TOTAL
			1-1-79 to 3-31-79		
One	Assistant Program Director		$ 660	$ 95	$ 755
			2-27-79 to 3-31-79		
One	Clerk Typist		640	87	727
			4-1-79 to 9-30-79		
One	Assistant Program Director		4,200	312	4,512
One	Clerk Typist		3,840	540	4,380
Two		Total	$9,340	$1,034	$10,374

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Thomas D. Sloan, General Director April 3, 1979

SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Thomas D. Sloan
Authorized Signature

April 3, 1979
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT # 79-140 — DATE 3-23-79

Title: VI — Modification Number 001 — Contract Number 78-417

Program: Yolo County Housing Authority

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $4,504

The above number contract is to be modified as follows: (Attach support documents)

Micro Fiched

GENERAL INTENT

To add one Administrative Assistant position to the existing contract effective February 27, 1979 and to delete the position of Loan Coordinator, which was never filled. The Secretary Receptionists for title is changed to Administrative Clerk.

FILED

APR - 3 1979

PETER McNAMEE, Clerk

By Vickie Maynard DEPUTY

MODIFICATION

The attached position listing and operating budget supersede those currently in the contract.

$22,956
New grand total and fixed price

Signature of program operator — Date 3/26/79

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

MAR 28 1979

Signature of Authorized Officer — Date

FEB 27 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Yolo County Housing Authority
P. O. Box 57
Woodland, CA 95695

Contact Person D. ROSS PARKER EXECUTIVE DIRECTOR
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			7,368					7,368
FEB.			7,368					7,368
MAR.			8,220					8,220
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			22,956					22,956

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			5,568	1,800			7,368
FEB.			5,568	1,800			7,368
MAR.			6,273	1,947			8,220
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			17,409	5,547			22,956

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

D. ROSS PARKER EXECUTIVE DIRECTOR
Name and Title of Authorized Official

D. Ross Parker 3/6/79
Signature Date

For CETA Approval Only:

Jack A. Boggs 3-22-79
Accountant Date

Lowell L. Clayton Jr. 3-27-79
Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI

YOLO COUNTY HOUSING AUTHORITY

	POSITION		SALARY 1-1-79 to 3-30-79	BENEFITS 3-30-79	TOTAL
Three	Maintenance II		$ 7,497	$2,709	$10,206
Four	Maintenance I		7,198	2,281	9,479
One	Administrative Clerk		2,010	409	2,419
			2-27-79 to 3-30-79		Micro Fiched
One	Administrative Assistant		704	148	852
Nine		Total	$17,409	$5,547	$22,956

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION DATE

AGREEMENT # 79-141

Title: VI Modification Number 002 Contract Number 78-417

Program: Yolo County Housing Authority

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 44,604 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

1. To extend the term of the contract.

Micro Fiched

2. To delete the positions of Administrative Assistant and Administrative Clerk effective March 29, 1979 in order to transfer them to a Title II contract.

3. To add Special Condition which hold the subgrantee to the provision of the CETA Amendments of 1978.

4. To include a Program Operations Handbook in the contract.

FILED

APR - 3 1979

PETER McNAMEE, Clerk

By Rosie Wyatt DEPUTY

MODIFICATION

1. The term of the contract now runs from January 1, 1979 to September 30, 1979.

2. The attached position listing and operating budget aare attached to the contract.

3. The attached Special Conditions are added to the contract.

4. The attached Program Operations Handbook is added to the contract.

$67,560
New grand total and fixed price

Signature of program operator Date 3/30/79.

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand MAR 28 1979

Signature of Authorized Officer Date

MAR 29 1979

Effective date of modification

POSITION LISTING

TITLE VI

YOLO COUNTY HOUSING AUTHORITY

	POSITION		SALARY 4-1-79 to	BENEFITS 9-30-79	TOTAL
Four	Maintenance I		$18,216	$ 5,976	$24,192
Three	Maintenance II		14,994	5,418	20,412
		Total	$33,210	$11,394	$44,604

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Yolo County Housing Authority
P. O. Box 57
Woodland, CA 95695

Contact Person D. ROSS PARKER EXECUTIVE DIRECTOR
Phone 662-5426 Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			7,434					7,434
MAY			7,434					7,434
JUNE			7,434					7,434
JULY			7,434					7,434
AUG.			7,434					7,434
SEPT.			7,434					7,434
TOTAL			44,604					44,604

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			5,535	1,899			7,434
MAY			5,535	1,899			7,434
JUNE			5,535	1,899			7,434
JULY			5,535	1,899			7,434
AUG.			5,535	1,899			7,434
SEPT.			5,535	1,899			7.434
TOTAL			33,210	11,394			44,604

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

D. ROSS PARKER EXECUTIVE DIRECTOR
Name and Title of Authorized Official

D. Ross Parker 3/5/79
Signature Date

For CETA Approval Only:

Jack A. Brown 3-27-79
Accountant Date

George D. Clinton Jr. 3-27-79
Principal Administrative Analyst Date

YC 108 (10-78)

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

EXECUTIVE DIRECTOR — 3/30/79

SUBGRANTEE Authorized Signature and Title — Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

Micro Fiched

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

EXECUTIVE DIRECTOR

Authorized Signature

3/20/84

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT # 79-142 DATE 3-22-79

Title: VI | Modification Number 001 | Contract Number 78-413

Program: University of California at Davis

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 2551 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

Two authorized positions were not included in the original contract. The intent of this modification is to include these two positions.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Vickie Wingbarn DEPUTY

MODIFICATION

The attached position listing and operating budget supersede those currently in the contract.

$79,999

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C. Marchuck MAR 28 1979

Signature of Authorized Officer Date

JAN 1 - 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			26,666					26,666
FEB.			26,666					26,666
MAR.			26,667					26,667
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			79,999					79,999

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			24,275	2391			26,666
FEB.			24,275	2391			26,666
MAR.			24,275	2392			26,667
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			72,825	7,174			79,999

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Fredric W. Hill
Associate Dean for Research
Name and Title of Authorized Official

Signature Date

For CETA Approval Only:

Accountant Date 3-27-79

Principal Administrative Analyst Date 3-27-79

YC 108 (10-78)

POSITION LISTING

TITLE VI

UNIVERSITY OF CALIFORNIA AT DAVIS

Micro Fiched

	POSITION	SALARY 1-1-79 to 3-31-79	BENEFITS	TOTAL
One	Administration Assistant Trainee	$ 2,280	430	2,710
One	Animal Technician	2,010	135	2,145
One	Assistant Animal Technician	2,145	429	2,574
Two	Assistant Storekeeper	4,458	402	4,860
One	Clerk (½ time)	975	135	1,110
One	Clerk Trainee	1,950	270	2,220
One	Coder Trainee	2,181	435	2,616
One	Counselor I	2,499	225	2,724
One	Groundskeeper	2,499	225	2,724
Four	Laboratory Assistant II	9,996	900	10,896
Seven	Laboratory Assistant I	17,493	1,407	18,900
One	Library Assistant I	2,010	135	2,145
One	Principal Clerk	2,493	126	2,619
One	Principal Clerk Trainee	2,181	435	2,616
Three	Senior Clerk	6,750	585	7,335
Five	Senior Clerk Typist A Trainee	10,905	900	11,805
	TOTAL	$ 72,825	$ 7,174	$ 79,999

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT # 79-143 — DATE March 23, 1979

Title: University of California at Davis — Modification Number: Second 002 — Contract Number: 78-413

Program: VI

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $134,327 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

There are five purposes to this contract modification:

1. to transfer selected positions currently authorized under Title VI to Title II, effective March 30, 1979;
2. to transfer into this contract under Title VI certain selected positions from Title II;
3. to extend the contract to the end of the CETA fiscal year;
4. to add a Special Conditions statement prepared by County Counsel; and
5. to add a Program Operations Manual to the contract terms.

Micro Fiched

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

MODIFICATION

Specifically this contract will: 1) transfer fifteen (15) positions to Title II from Title VI; 2) transfer nine (9) positions into Title VI from Title II; 3) extend the contract through September 30, 1979; 4) and add a Special Conditions and Program Operations Handbook for subgrantees signature.

$214,326
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Staff recommends approval; a modification has also been prepared to the Title II contract modification to effect this change.

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bobby C. Maraberd — MAR 20 1979
Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. _____ DATE March 23, 1979

Subgrantee Name and Address:

University of California at Davis

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			347					347
APR.			22,330					22,330
MAY			22,330					22,330
JUNE			22,330					22,330
JULY			22,330					22,330
AUG.			22,330					22,330
SEPT.			22,330					22,330
TOTAL			134,327					134,327

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			324	23			347
APR.			20,664	1,666			22,330
MAY			20,664	1,666			22,330
JUNE			20,664	1,666			22,330
JULY			20,664	1,666			22,330
AUG.			20,664	1,666			22,330
SEPT.			20,664	1,666			22,330
TOTAL			124,308	10,019			134,327

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Associate Dean for Research

Name and Title of Authorized Official

Signature

MAY 3 - 1979

Date

For CETA Approval Only:

Accountant — Date 3-27-79

Principal Administrative Analyst — Date 3-27-79

YC 108 (10-78)

POSITION LISTING
Title VI

University of California, Davis

POSITION	SALARY 3-30-79 to 9-30-79	BENEFITS 3-30-79 to 9-30-79	TOTAL
1 - Laboratory Assistant II Trainee	$ 4,696	$ 242	$ 4,938
3 - Laboratory Assistant Trainee	12,354	618	12,972
3 - Maintenance Worker I	14,418	1,089	15,507
2 - Storekeeper Trainee	9,392	702	10,094
	4-1-79 to 9-30-79		Micro Fiched
1 - Administrative Assistant Trainee	4,560	390	4,950
2 - Assistant Storekeeper	8,916	420	9,336
1 - Counselor I	4,998	420	5,418
1 - Groundskeeper	4,998	588	5,586
4 - Laboratory Assistant II	19,992	1,920	21,912
7 - Laboratory Assistant I	34,986	3,150	38,136
1 - Principal Clerk	4,998	480	5,478
26	$124,308	$10,019	$134,327

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

5/3/79
Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the Y.C.E.T. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

B. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

E. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. **Filing of Complaint**

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

Micro Fiched

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CETA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

5/3/77

Date

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT #79-144 — DATE March 23, 1979

Title: University of California at Davis — Modification Number First (1) — Contract Number 78-407

Program: II-D

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 11,886 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this modification is to add eighteen new positions recently approved by the Board of Supervisors to the contract, and two previously authorized positions which were left out of the original contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Richie Mayberry DEPUTY

Micro Filmed

MODIFICATION

1. The attached position description and operating budget supersede those currently in the contract.
2. The following positions have been added to the UCD contract by this modification: two (2) Assistant Animal Technician Trainee; one (1) Senior Clerk Trainee; two (2) Storekeeper Trainee; one (1) Typist Clerk; two (2) Groundskeeper Trainee; one (1) Lab Assistant II Trainee; three (3) Lab Assistant Trainee, four (4) Principal Clerk, one (1) Secretary II Trainee; one (1) Senior Clerk Trainee, and Maintenance Worker I

$13,785
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Staff recommends approval of this modification

Recommendation of the MAPC Not applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[XX] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Barbara J. Marshall MAR 28 1979

Signature of Authorized Officer Date

FEB 27 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA 95[redacted]

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 23, 1979

Subgrantee Name and Address:
University of California at Davis

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			805					805
FEB.			805					805
MAR.			12,175					12,175
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			13,785					13,785

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			795	10			805
FEB.			795	10			805
MAR.			11,987	188			12,175
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			13,577	208			13,785

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Fredric W. Hill
Associate Dean for Research
Name and Title of Authorized Official

Signature _____ Date _____

For CETA Approval Only:

Accountant _____ Date 3-22-79

Principal Administrative Analyst _____ Date 3-22-79

YC 108 (10-78)

POSITION LISTING

TITLE II-D

UNIVERSITY OF CALIFORNIA AT DAVIS

	POSITION	SALARY	BENEFITS	TOTAL
		1-01-79 to 3-31-79		
Three	Maintenance Worker I	$ 2,385	30	2,415
				Micro Fiched
		2-27-79 to 3-31-79		
One	Assistant Animal Technician Trainee	681	10	691
Two	Groundskeeper Trainee	1,552	22	1,574
One	Laboratory Assistant II Trainee	776	12	788
Three	Laboratory Assistant Trainee	2,043	30	2,073
Four	Principal Clerk Trainee	3,040	36	3,076
One	Secretary II Trainee	743	12	755
One	Senior Clerk Trainee	667	10	677
		3-13-79 to 3-31-79		
One	Assistant AnimalTechnician Trainee	230	8	238
One	Senior Clerk Trainee	340	9	349
Two	Storekeeper Trainee	780	20	800
One	Typist Clerk	340	9	349
	TOTAL	$ 13,577	$ 208	$ 13,785

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
University of California, Davis AGREEMENT NO. 79-145 DATE March 23, 1979

Title: IID | Modification Number: Second (2) | Contract Number: 78-407

Program: University of California, Davis

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 127,700 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

There are five (5) purposes to this contract modification:

1) to transfer selected positions currently authorized under Title II to Title VI, effective March 30, 1979;

2) to transfer into this contract under Title II certain selected positions from Title VI;

3) to extend the contract to the end of the CETA fiscal year;

4) to add a SPECIAL CONDITIONS statement prepared by County Counsel; and

5) to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

Micro Fiched

MODIFICATION

Specifically this contract will: 1) transfer nine (9) positions to Title VI from Title II; 2) transfer fifteen (15) positions into Title II from Title VI; 3) extend the contract through September 30, 1979; 4) and add a SPECIAL CONDITIONS and PROGRAM OPERATIONS HANDBOOK for subgrantee's signature.

FILED

MAR 3 0 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

$141,485
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Staff recommends approval; a modification has also been prepared to the Title VI contract modification to effect this change.

Recommendation of the MAPC Not Applicable [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C. Marchand MAR 2 8 1979

Signature of Authorized Officer Date

MAR 3 0 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

University of California at Davis

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			524					524
APR.			21,196					21,196
MAY			21,196					21,196
JUNE			21,196					21,196
JULY			21,196					21,196
AUG.			21,196					21,196
SEPT.			21,196					21,196
TOTAL			127,700					127,700

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			478	46			524
APR.			19,254	1,942			21,196
MAY			19,254	1,942			21,196
JUNE			19,254	1,942			21,196
JULY			19,254	1,942			21,196
AUG.			19,254	1,942			21,196
SEPT.			19,254	1,942			21,196
TOTAL			116,002	11,698			127,700

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Fredric W. Hill
Associate Dean for Research
Name and Title of Authorized Official

Signature _____ Date _____

For CETA Approval Only:

Jack A. Boyer — Accountant — 3-22-79 Date

Lawrence L. Clanton Jr. — Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE II-D

UNIVERSITY OF CALIFORNIA AT DAVIS

	POSITION	SALARY 3-30-79 to 9-30-79	BENEFITS	TOTAL
One	Animal Technician	$ 4,490	242	4,732
One	Assistant Animal Technician	4,490	242	4,732
One	Clerk (½ time)	2,206	278	2,484
One	Clerk	3,932	423	4,355
One	Coder Trainee	4,488	484	4,972
One	Library Assistant I	4,052	544	4,596
One	Senior Clerk	4,600	484	5,084
One	Principal Clerk Trainee	4,600	484	5,084
Two	Senior Clerk	8,788	810	9,598
Five	Senior Typist Clerk A Trainee	21,970	2,025	23,995
		4-01-79 to 9-30-79		
Two	Assistant Animal Technician Trainee	8,172	504	8,676
One	Clerk Typist	4,002	522	4,524
Two	Groundskeeper Trainee	9,312	1,128	10,440
Four	Principal Clerk Trainee	18,240	1,920	20,160
One	Secretary II Trainee	4,656	564	5,220
Two	Senior Clerk Trainee	8,004	1,044	9,048
	TOTAL	$ 116,002	$ 11,698	$ 127,700

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiche

SUBGRANTEE Authorized Signature and Title

Fredric W. Hill
Associate Dean for Research

Date

1

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiohed

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

AGREEMENT NO. 79-146

REQUEST FOR PROGRAM MODIFICATION
United Christian Centers of Greater Sacramento Area

DATE March 22, 1979

Title: II	Modification Number	Contract Number
Program: Public Service Employment	First (1)	78-406

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 11,172 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this contract is three fold:

1. To extend the length of the contract for the authorized positions thorugh the end of the fiscal CETA year, September 30, 1979.
2. To add certain Special Conditions, as developed by County Counsel, to the assurances of the contract.
3. To add a Program Operations Handbook to the contract terms.

FILED
Micro Fiched
APR 25 1979
PETER McNAMEE, Clerk,
By Peter McNamee
DEPUTY

MODIFICATION

This contract has three positions: 1 Driver, 1 Program Aid, and 1 Secretary. The modification will extend the authorization for these positions through September 30, 1979, and will provide the S ecial Conditions and Program Operations Handbook for subgrantee signature.

$16,524
New grand total and fixed price

Vernon J. Freeman 4/4/79
Signature of program operator Date

Recommendation and/or comments by staff:

Staff recommends approval of this modification.

[XX] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsey C. Marshall MAR 28 1979
Signature of Authorized Officer Date

APR 1 - 1979
Effective date of modification

1

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. _____ DATE April 4, 1979

Subgrantee Name and Address:

United Christian Center

1445 Nogales Street

Sacramento, CA 95838

Contact Person Jayne Ward

Phone 929-0276 Contract No. 78-406

Period: From 3/22/79 To 9/30/79

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			$ 1,862					$ 1,862
MAY			1,862					1,862
JUNE			1,862					1,862
JULY			1,862					1,862
AUG.			1,862					1,862
SEPT.			1,862					1,862
TOTAL			$11,172					$11,172

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			$ 1,655	$ 207			$ 1,862
MAY			1,655	207			1,862
JUNE			1,655	207			1,862
JULY			1,655	207			1,862
AUG.			1,655	207			1,862
SEPT.			1,655	207			1,862
TOTAL			$ 9,930	$ 1,242			$ 11,172

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Vernon J. Freeman-Interim Exec. Director — Name and Title of Authorized Official

Jack A. Boyer — Accountant — 3-22-79 Date

Vernon J. Freeman — Signature — 4-4-79 Date

Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING

Title II

United Christian Center

POSITION	SALARY 4-1-79 to 9-30-79	BENEFITS	TOTAL
1 - Driver	$ 2,976	$ 336	$3,312
1 - Program Aid	3,174	354	3,528
1 - Secretary	3,780	552	4,332
	$ 9,930	$1,242	$11,172

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Vernon J. Freeman Interim Dir — April 4, 1979

SUBGRANTEE Authorized Signature and Title — Date

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Micro Fiched

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

Micro Fiched

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

Micro Fiched

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

April 4, 1979
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK.

AGREEMENT NO. 79-147

REQUEST FOR PROGRAM MODIFICATION — County Supervisors Association of CA — DATE March 22, 1979

Title: II — Program: Public Service Employment — Modification Number First (1) — Contract Number 78-400

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 4,488 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this contract is three fold:

1. To extend the length of the contract for the 1 Office Assistant through the end of the fiscal CETA year, September 30, 1979.
2. To add certain Special Conditions, as developed by County Counsel, to the assurances of the contract.
3. To add a Program Operations Handbook to the contract terms.

FILED

APR 19 1979

PETER McNAMEE, Clerk

By Libbie Rayhard DEPUTY

MODIFICATION

This modification extends the funding authority for Contract Number 78-400 through September 30, 1979 and adds Special Conditions and a Program Operations Handbook.

Micro Fiched

$6,732 — New grand total and fixed price

Signature of program operator — Date 3-30-79

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betty J. Morrison — Signature of Authorized Officer — Date MAR 28 1979

Effective date of modification MAR 30 1979

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

50[redacted] First Street, Woodland, CA 95[redacted]

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
Co. Board of Supervisors Assoc.

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			$ 748					$ 748
MAY			748					748
JUNE			748					748
JULY			748					748
AUG.			748					748
SEPT.			748					748
TOTAL			$4,488					$ 4,488

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			$ 670	$ 78			$ 748
MAY			670	78			748
JUNE			670	78			748
JULY			670	78			748
AUG.			670	78			748
SEPT.			670	78			748
TOTAL			$4,020	$ 468			$4,488

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ Name and Title of Authorized Official

Jack A. Boop — Accountant — 3-27-79 Date

W. L. Watt — Signature — 3-30-79 Date

Raymond L. Clifford — Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING

Title II

County Board of Supervisors Assoc.

POSITION	SALARY 4-1-79 to 9-30-79	BENEFITS	TOTAL
1 - Office Assistant	$4,020	$468	$4,488

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Richard E. Wath — 4-16-79

SUBGRANTEE Authorized Signature and Title — Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiohed

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Richard Watt
Authorized Signature

4-16-79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT # 79-148 DATE March 23, 1979

Title: VI | Modification Number | Contract Number

Program: East Yolo Community Services District | 001 | 79-48

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $48,842 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent is to add the positions of Pump Systems Maintenance Trainee and Waste Water Trainee to this contract effective March 30, 1979. In addition, Special Conditions which hold the subgrantee to the provisions of the CETA Amendments of 1978 we added to the contract.

FILED

APR 19 1979 Micro Fiched

PETER McNAMEE, Clerk
By Lucie Nagahama
DEPUTY

MODIFICATION

1. The attached position listing and operating budget are attached to the contract.
2. The attached Special Conditions are added to the contract.

$91,716
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bobby C. Moreland MAR 28 1979
Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA 9[redacted]5

CETA TITLEVI OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
East Yolo Community Services District
P.O. Box 802
West Sacramento, CA 95691

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			104					104
APR.			8,123					8,123
MAY			8,123					8,123
JUNE			8,123					8,123
JULY			8,123					8,123
AUG.			8,123					8,123
SEPT.			8,123					8,123
TOTAL			48,842					48,842

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			76	28			104
APR.			5,481	2,642			8,123
MAY			5,481	2,642			8,123
JUNE			5,481	2,642			8,123
JULY			5,481	2,642			8,123
AUG.			5,481	2,642			8,123
SEPT.			5,481	2,642			8,123
TOTAL			32,962	15,880			48,842

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

David A. Breninger, General Manager
Name and Title of Authorized Official

Signature _____ Date _____

For CETA Approval Only:

Accountant _____ Date 2-27-79

Principal Administrative Analyst _____ Date 2-27-79

YC 108 (10-78)

POSITION LISTING

TITLE VI

EAST YOLO COMMUNITY SERVICES DISTRICT

	POSITION	SALARY 3-30-79	BENEFITS to 9-30-79	TOTAL
One	Pump System Maintenance Trainee	$ 5,036	1,989	7,025
One	Waste Water Trainee	5,036	1,681	6,717
Five	Ground Worker I	22,890	12,210	35,100
	TOTAL	$ 32,962	$ 15,880	$ 48,842

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

Date

Micro Fiched

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

E. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

Date

Bk

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT # 79-149 — DATE March 23, 1979

Title: II — Modification Number 001 — Contract Number 78-402

Program: East Yolo Community Services District

Changes herein will have the following effect on federal government funds in this contract

[XX] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent is to shorten the duration of this contract to end March 29, 1979 so that the positions of Pump Systems Maintenance Trainee and Waste Water Trainee can be transferred to the existing Title VI contract.

FILED

Micro Fiched

MAR 8 - 1979

PETER McNAMEE, Clerk

By Vicki Wyckoff DEPUTY

MODIFICATION

The term of the contract now runs January 1, 1979 to March 29, 1979.

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[XX] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — MAR 28 1979 Date

JAN 1 - 1979 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — DATE

AGREEMENT # 79-15D March 23, 1979

Title: VI	Modification Number	Contract Number
Program: City of Winters	001	78-412

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 92,280 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

1. To increase the duration of the contract
2. To add two Administrative Assistants and tow Public Works Maintenance Workers being transferred from Title II.
3. To add Special Conditions which hold the subgrantee to the new provisions in the CETA Amendments of 1978.
4. To add a Program Operations Handbook.

FILED

APR 19 1979 Micro Fiched

PETER McNAMEE, Clerk
By Lucie Martinez
DEPUTY

MODIFICATION

1. The term of the contract now runs from January 1, 1979 to September 30, 1979.
2. The attached position listing and operating budget are added to the contract.
3. The attached Special Conditions are added to the contract.
4. The attached Program Operations Handbook is added to the contract.

$124,476
New grand total and fixed price

Signature of program operator 4/16/79 Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer MAR 28 1979 Date

MAR 30 1979 Effective date of modification

POSITION LISTING

TITLE VI
CITY OF WINTERS

	POSITION	SALARY 3-30-79 to 9-30-79	BENEFITS 3-30-79 to 9-30-79	TOTAL
Two	Administrative Assistant	$ 9,996	2,880	12,876
Two	Public Works Maintenace Worker	9,996	4,992	14,988
		4-1-79 to 9-30-79		Micro Fiched
One	Administrative Assistant	4,998	1,440	6,438
One	Dispatcher Clerk	4,512	2,052	6,564
Six	Maintenance Worker	29,988	14,976	44,964
One	Typist Clerk	4,566	1,884	6,450
	TOTAL	$ 64,056	$ 28,224	$ 92,280

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 23, 1979

Subgrantee Name and Address:
City of Winters
City Hall

Contact Person _____
Phone _____ Contract No. _____
Period: From 3-30-79 To 9-30-79
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			15,380					15,380
MAY			15,380					15,380
JUNE			15,380					15,380
JULY			15,380					15,380
AUG.			15,380					15,380
SEPT.			15,380					15,380
TOTAL			92,280					92,280

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			10,676	4,704			15,380
MAY			10,676	4,704			15,380
JUNE			10,676	4,704			15,380
JULY			10,676	4,704			15,380
AUG.			10,676	4,704			15,380
SEPT.			10,676	4,704			15,380
TOTAL			64,056	28,224			92,280

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and title of Authorized Official

Jack A. Boyer — Accountant — 3-27-79 Date

Signature — 4/16/79 Date

Thomas L. Clayton Jr. — Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

4/16/79
Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

4/16/79

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

REQUEST FOR PROGRAM MODIFICATION AGREEMENT NO. 79-151 DATE March 30, 1979

Title: IID | Modification Number 001 | Contract Number 79-106

Program: City of Winters

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [XX] Increased by $ 12,360 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The current contract expires March 31, 1979. One intent of this modification is to increase the duration and funding in this contract. In addition, the positions of Administrative Assistant and Maintenance Worker must be transferred to Title VI to avoid violation of CETA wage supplementation provisions.

FILED

APR 19 1979 Micro Fiched

PETER McNAMEE, Clerk
By Vicki Mayhew
DEPUTY

MODIFICATION

1. The term of the contract is extended and now runs from February 27, 1979 to September 30, 1979.
2. The positions of Maintenance Worker and Administrative Assistant are transferred to an existing Title VI contract.
3. The attached budget and position listing are added to this contract.

$17,818
New grand total and fixed price

Signature of program operator / Date 4/16/79

Recommendation and/or comments by staff: [XX] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[XX] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer MAR 28 1979 Date

FEB 27 1979 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]5
CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. _____ DATE _____

Subgrantee Name and Address:
City of Winters

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			$ 2,060					$ 2,060
MAY			2,060					2,060
JUNE			2,060					2,060
JULY			2,060					2,060
AUG.			2,060					2,060
SEPT.			2,060					2,060
TOTAL			$ 12,360					$ 12,360

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			$ 1,406	$ 654			$ 2,060
MAY			1,406	654			2,060
JUNE			1,406	654			2,060
JULY			1,406	654			2,060
AUG.			1,406	654			2,060
SEPT.			1,406	654			2,060
TOTAL			$ 8,436	$ 3,924			$ 12,360

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ _____
ame and Title of Authorized Official

_____ 7-27-79
Accountant Date

_____ 7-27-79
ignature Date

_____ 7-27-79
Principal Administrative Analyst Date

C 108 (10-78)

POSITION LISTING

Title II

City of Winters

POSITION	SALARY 4-1-79 to 9-30-79	BENEFITS	TOTAL
1 - Clerk Typist	$4,080	$1,920	$6,000
1 - Dispatcher Clerk	4,356	2,004	6,360
2	$8,436	$3,924	$12,360

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — DATE

Yolo County Superintendent of Schools — AGREEMENT #79-152 — 3-23-79

Title:	Modification Number	Contract Number
II	First (1)	78-409

Program: Public Service Employment

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 26,232 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

This modification request has four purposes:

1. to transfer selected positions currently authorized under Title II to Title VI, effective March 30, 1979;
2. to extend the length of the contract for those positions left in Title II through September 30, 1979;
3. to add certain SPECIAL CONDITIONS, as developed by County Counsel, to the assurances of the contract; and
4. to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

Micro Fiched

MODIFICATION

This modification will: 1) delete the positions of three (3) Outreach Workers and one (1) Program Clerk, 2) extend the contract terms on the remaining positions through the end of the CETA fiscal year, and 3) add SPECIAL CONDITIONS and a PROGRAM OPERATIONS HANDBOOK for subgrantee signature.

FILED

APR 11 1979

PETER McNAMEE, Clerk

By Ricki Douglass DEPUTY

$50,994
New grand total and fixed price

X Signature of program operator — 4-4-79 Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Staff has prepared a Title VI contract to cover the four (4) position transferred above.

Recommendation of the MAPC N/A — [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — MAR 28 1979 Date

MAR 20 1979 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA 9[redacted]5

CETA TITLE II OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Yolo County Superintendent of Schools
175 Walnut Street
Woodland, CA 95695

Contact Person _____
Phone _____ Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			4,372					4,372
MAY			4,372					4,372
JUNE			4,372					4,372
JULY			4,372					4,372
AUG.			4,372					4,372
SEPT.			4,372					4,372
TOTAL			26,232					26,232

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			3,242	1,130			4,372
MAY			3,242	1,130			4,372
JUNE			3,242	1,130			4,372
JULY			3,242	1,130			4,372
AUG.			3,242	1,130			4,372
SEPT.			3,242	1,130			4,372
TOTAL			19,452	6,780			26,232

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

(Jack J. Potter, County Superintendent
Name and Title of Authorized Official

Jack L. Potter 4-4-79
Signature Date

For CETA Approval Only:

Jack A. Boyer 3-27-79
Accountant Date

Laurence L. Gilbert 3-27-79
Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

	POSITION		SALARY 4-1-79 to 9-30-79	BENEFITS	TOTAL
One	Account Clerk/Payroll		$ 4,134	$1,446	$ 5,580
One	Custodian Trainee		4,134	1,446	5,580
One	Instructional Aide		3,360	1,188	4,548
Two	Typist Clerk		7,824	2,700	10,524
Five		Total	$19,452	$6,780	$26,232

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Jack L. Potter — April 2, 1979

SUBGRANTEE Authorized Signature and Title — Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiohed

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiohed

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Jack J. Potter
Authorized Signature

April 2, 1979
Date

FILED

MAR 27 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-153

(Ambulance Service Agreement)

THIS AGREEMENT, made and entered into this 27th day of March, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Steven C. Gibson, doing business as Davis Ambulance Service, Inc., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

1. DEFINITION OF TERMS.

The following definitions shall apply throughout this agreement:

A. Official Call. Any ambulance trip which is authorized by the County Communications Center.

B. Communications. The Communications Center of the County of Yolo.

C. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.

D. Emergency. Any sudden or serious illness or injury requiring immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.

E. Lack of Good Moral Character. The following are indicative of lack of good moral character:

Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.

F. On Duty Personnel. The driver and attendant who are stationed

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

at the same location as the ambulance equipment and capable of responding to calls.

G. Suspension. A cessation of the rights and obligations under this Agreement for a certain period of time, after which period this Agreement is automatically in full force and effect.

H. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit B of this Agreement.

Micro Fiched

2. RESPONSE TO CALLS.

A. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient.

B. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance CONTRACTOR.

C. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communications Center for dispatch of nearest ambulance.

D. CONTRACTOR shall promptly notify the Communications Center upon arrival on the scene of the emergency.

E. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2. A. above, the call shall no longer be considered an official call, and if CONTRACTOR transports the patient as directed, COUNTY is released from all financial responsibility thereunder.

F. COUNTY will authorize only those calls that are directly received at the Communications Center. In the event that CONTRACTOR is summoned in an

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

emergency by someone in person, not over the telephone, the trip will be authorized only if the emergency is verified by law enforcement or fire department personnel, within 60 minutes of the response by CONTRACTOR. CONTRACTOR shall be responsible for having the law enforcement or fire department personnel call Communications and provide the necessary verification.

Micro Fiched

g. Nothing in this Agreement is to be construed as to require response by CONTRACTOR to official calls in areas of riot or insurrection. Any damage sustained to equipment of CONTRACTOR in CONTRACTOR'S responding to riot or insurrection areas shall be paid by COUNTY in addition to charges indicated in Exhibit A.

3. AVAILABILITY OF EQUIPMENT AND PERSONNEL.

A. CONTRACTOR shall keep ambulance equipment and on-duty personnel available on a 24-hour basis. This is to be construed to require CONTRACTOR to provide equipment and personnel within his respective designated zone, including an ambulance and crew on stand-by to become immediately available when the primary ambulance is responding to another call.

B. CONTRACTOR shall keep the availability, location, and status of all ambulance equipment current with Communications. Vehicles which do not have the required on-duty personnel in immediate attendance shall be considered "out of service", and shall be reported as such. In the event that all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

4. MAINTENANCE OF EQUIPMENT.

A. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

performance of this contract.

B. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. PERSONNEL.

A. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks; however, COUNTY may impose a reasonable charge for such service.

Micro Fiched

B. CONTRACTOR shall staff each ambulance with a driver of at least eighteen (18) years of age and an attendant of at least eighteen (18) years of age, both of whom shall wear clean uniforms, be neat and clean, and who shall be physically capable of performing the duties required of them. The attendant must possess an EMT-1 Certificate. All drivers and attendants shall obtain and keep in force any permits, licenses, or certificates required by State laws or regulations, and shall comply with such laws and regulations.

C. In addition, each ambulance driver shall have passed an appropriate ambulance driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

D. In all advertisements for labor or other personnel, or requests for employment of any nature, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In all hiring, CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of workers with which he has a collective bargaining agreement or other contract

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

or understanding, a notice, to be provided by the COUNTY, advising the said labor union or workers' representative of CONTRACTOR'S commitments under this section. CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this agreement. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of this section of the Agreement, or of the California Fair Employment Practices Act, or of any applicable Federal law concerning equal employment practices, the COUNTY will cause written notice to be served on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY'S request, CONTRACTOR shall meet with representatives of the COUNTY, in order to determine the means of correcting the violation, and the time period in which the violation shall be corrected. If, within ten (10) days, CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the Fair Employment Practices Commission and pursue any other remedies which may be available under law.

6. INSURANCE.

Micro Fiched

CONTRACTOR agrees to carry, at his own cost and expense, the following insurance:

A. Bodily injury liability insurance with limits of not less than $250,000 for one person, and $500,000 for more than one person, in one accident or occurrence.

B. Property damage liability insurance with a limit of not less than $50,000.

C. In lieu of a policy or policies with the limits stated in A & B above, a combined single limit policy may be carried, covering both bodily

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

injury and property damage, in an amount not less than $500,000.

D. Medical malpractice insurance with a limit of not less than $500,000.

E. Said policies of insurance shall carry the COUNTY OF YOLO as an additional named insured, and shall contain a provision to the effect that prior to cancellation or termination of any of said policies, a thirty (30) day written notice of such proposed cancellation or termination be given to COUNTY by the insurance carrier. CONTRACTOR shall furnish COUNTY a copy of his insurance policy or policies upon the execution of this agreement.

F. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and its officers and employees, for any and all liability and claims for damages for injury, sickness and disease or death to persons or property from any cause whatsoever, arising from or connected with his operations or services hereunder performed by CONTRACTOR after the acceptance of an official call.

7. COLLECTIONS AND BILLING.

Micro Fiched

A. CONTRACTOR shall bill at least three (3) times within a one hundred (100) day period after the ambulance service has been rendered, and send an additional final demand in letter form; and shall provide COUNTY with evidence of such billings if requested to do so. CONTRACTOR shall bill the patient, or, when insurance information is obtained as required herein, the patient's insurance carrier. At the time of response to the official call, or as soon thereafter as possible, CONTRACTOR shall inquire from the patient and the destination facility whether the patient is insured for medical transportation services. CONTRACTOR shall obtain, whenever possible,

1. Name of insurance carrier,

2. Agent for processing claims,

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

3. Agent's address,

4. Policy number or other information to process claim.

In cases where insurance coverage apparently does exist, CONTRACTOR shall attempt to obtain an assignment of claim from the patient and bill the insurance carrier for the claim. No payment shall be made by COUNTY to CONTRACTOR where the patient has private insurance, is employed, or has other financial resources available to pay the bill.

The provisions of this section concerning billing shall not apply to official calls which terminate or originate at Yolo General Hospital, involving patients other than those on Medi-Cal or MediCare. Trip tickets for patients delivered to or picked up from Yolo General Hospital on official calls who are not on Medi-Cal or MediCare shall be turned over to Yolo General Hospital billing department on arrival at the hospital, or within five (5) working days. CONTRACTOR shall have no responsibility for billing patients for such trips. COUNTY shall pay CONTRACTOR for such trips at the rates set forth in Exhibit A. If it is later ascertained that the patient is on Medi-Cal or MediCare, the hospital shall give such information to CONTRACTOR and CONTRACTOR shall follow the usual billing procedures for these trips. If COUNTY has already paid CONTRACTOR, CONTRACTOR shall reimburse COUNTY the amount paid for such trip. Charges for dry runs, coroner-initiated cases, and prisoners may be billed directly to COUNTY.

Micro Fiched

In the event CONTRACTOR obtains an incorrect address from a patient, and is subsequently unable to locate the patient after all reasonable efforts to do so, such charge may be billed directly to COUNTY. CONTRACTOR shall provide documentation as to the efforts made to locate the patient, including, but not limited to, contacting the hospital which admitted the patient.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

The duty of CONTRACTOR to obtain insurance information to bill the insurance carrier as provided herein, is a duty to use reasonable effort consistent with sound business practices to obtain such information, and CONTRACTOR is not required to seek to obtain such information beyond using the standard of reasonable effort consistent with sound business practices.

B. If a bill is not paid within the above-mentioned one hundred (100) day period, and there is neither private insurance nor any other resource to pay the bill, CONTRACTOR may submit a claim to COUNTY for the unpaid portion of the bill at the rate set forth in Exhibit A. The claim shall be made for rates set forth in Exhibit A, less any amount collected by CONTRACTOR. The submission of the claim shall constitute an assignment to COUNTY of all CONTRACTOR'S rights, title, and interest, if any, in any such claim. CONTRACTOR shall remit to COUNTY by the fifth (5th) day of the month following the month's collection, any payment received on the claim subsequent to the assignment thereof to the COUNTY. The claim for payment by CONTRACTOR shall contain the following information when available:

1. County authorization number.

Micro Fiohed

2. The patient's correct name, address, and telephone number.
3. Itemized listing of private and county charges.
4. The employer's name, address, and telephone number.
5. If the claim is assigned because of the non-payment of Medi-Cal or MediCare, a copy of the Medi-Cal or MediCare denial shall be submitted with the bill to COUNTY.
6. When minors are carried, whenever possible, the name, address, and telephone number of the parents or guardian must be furnished, as well as the name, address, and telephone number of

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

the employer of the parent or guardian.

7. All pertinent collection information and ambulance company files, including dates of billing, shall be attached to each claim submitted when assigned to COUNTY.

8. Where a patient has been admitted to a hospital other than Yolo General, CONTRACTOR shall obtain verification from the Hospital of the admission and submit such verification along with the bill to COUNTY. Such verification shall include, as a minimum, the patient's hospital medical record number.

C. CONTRACTOR shall submit claims to COUNTY within four (4) months from the date the ambulance services were rendered. Time may be extended for an additional ninety (90) days if there are further means for collection which CONTRACTOR wishes to pursue.

Micro Fiched

D. CONTRACTOR shall submit all Medi-Cal and MediCare claims to the appropriate offices. COUNTY agrees to assist in obtaining necessary medical, clinical, diagnostic, date and time service, P.O.E. Medi-Cal stickers, or police reports for CONTRACTOR for calls involving Yolo General Hospital, to assist in submitting and processing the Medi-Cal or MediCare claims. If Medi-Cal or MediCare rejects a claim submitted by CONTRACTOR, CONTRACTOR shall bill the patient as provided in Paragraph 7.A. of this agreement. If the patient fails to pay after being so billed by CONTRACTOR, then CONTRACTOR shall bill COUNTY pursuant to Paragraph 7.B. of this agreement. In such case, the time for submitting a claim to the COUNTY shall be extended beyond a four (4) month period as provided for in Paragraph 7.C. of this agreement, for an additional ninety (90) days from the expiration of such four (4) month period. If Medi-Cal or MediCare regulations prohibit billing the patient after

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

rejection of a claim, CONTRACTOR shall not be required to bill the patient as provided herein. CONTRACTOR shall bill COUNTY on Medi-Cal or MediCare recipients for rejection of the claims by Medi-Cal or MediCare for some other reason than clerical error.

E. CONTRACTOR shall comply with all State and Federal laws, rules and regulations regarding billings under State and Federal medical care programs.

8. INSPECTION.

A. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.

B. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. COMPLIANCE WITH LAWS RELATING TO AMBULANCE SERVICE. Micro Fiohed

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service.

10. PAYMENT OF CLAIMS.

A. Only claims for official calls are payable under this agreement, provided that all of the procedures set forth in this Agreement have been followed. COUNTY shall pay claims at the rate set forth in Exhibit A. COUNTY shall pay the appropriate claims within thirty (30) days of receipt.

B. In order for a claim to be considered as properly arising under this Agreement, it is necessary that CONTRACTOR shall have complied with all applicable terms of this Agreement.

C. No claims will be paid in the absence of reasonable proof that

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

services therefor in fact have been performed.

D. COUNTY shall notify CONTRACTOR, within thirty (30) calendar days after receipt of a claim, when the claim is to be rejected, and shall furnish and supply CONTRACTOR with all available information concerning the sources of revenue from which CONTRACTOR may collect for his services.

E. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run.

Micro Fiched

F. No claim for dry runs shall be paid unless the claim contains the following information verified by CONTRACTOR: authorization number, the date and time of call, point of pickup called for, reason for no pickup, the name and address of the person by whom cancelled if other than by Communications.

G. Nothing in this agreement is to be construed to make the reasonable rate or private rate for ambulance services to be those special rates established in Exhibit A. CONTRACTOR is expressly allowed to bill, prior to billing COUNTY, the patient, his insurance carrier, Medi-Cal or MediCare, at private rates established by CONTRACTOR, even though those rates are higher than those contained in Exhibit A.

11. NON-EMERGENCY TRANSFERS.

A. COUNTY Communications shall call the participating CONTRACTOR responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.

B. COUNTY Communications shall call the participating CONTRACTOR

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.

C. COUNTY Communications shall call the participating CONTRACTOR responsible for the East Yolo area to transport non-emergency patients between Yolo General Hospital and any point in his area.

D. On out-of-county non-emergency transfers to or from Yolo General Hospital, COUNTY Communications shall, so far as possible, rotate such calls on a monthly basis.

Micro Fiched

12. ZONES OF RESPONSIBILITY.

A. The zones of responsibility defined by Exhibit B shall remain as CONTRACTOR'S zone of responsibility throughout the term of this Agreement.

B. CONTRACTOR shall not make an official call outside his zone of responsibility without approval of Communications.

C. COUNTY reserves the right to dispatch ambulances across zones of responsibility when CONTRACTOR is unable to adequately respond to emergency calls.

13. EFFECT OF VIOLATIONS OF AGREEMENT.

A. Violation of any term of this agreement by CONTRACTOR shall be grounds for suspension of the Agreement, in addition to any other remedies at law or in equity which COUNTY may have for breach of contract.

B. If it should come to the attention of COUNTY that any of the provisions of this agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR with a telephone call to the manager personally, and thereafter confirm in writing such violation or violations. If CONTRACTOR fail's to correct said violation or violations within three (3) days of receiving said written notice, COUNTY shall have the right to suspend the operation of this

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

Agreement until such violation or violations have been corrected.

14. RELATIONSHIP OF THE PARTIES.

A. It is specifically understood and agreed that CONTRACTOR is an independent contractor, and is not subject to the direction and control of the COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which he may incur to the Federal or State government as a consequence of this Agreement.

B. Action by COUNTY authorizing ambulance service and action by CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to a hospital for emergency or long-term hospital services.

Micro Fiched

15. ASSIGNMENTS.

CONTRACTOR shall not assign any rights or duties under this agreement to a third party, without the written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this Agreement may, at the option of COUNTY, terminate this Agreement.

16. TERM OF CONTRACT.

Unless sooner terminated by either party giving sixty (60) days written notice to the other party, this Agreement shall cover the period from April 1, 1979, to March 31, 1981.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McVAUGH, CLERK
BY Peter E. Lucas
DEPUTY
(SEAL)

Micro Fiched

DAVIS APPLIANCE SERVICE, INC.

BY
STEVEN C. GIVEN

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8215

EXHIBIT "A"

RATE FOR OFFICIAL CALLS

1. Basic Rate. For all ambulance service herein provided for, a basic rate of $42.50, plus $1.75 per mile or fraction thereof, from point of pickup to destination hospital. The mileage rate shall apply one way only, from place of pickup to hospital. However, if an unusually long run from the operator's home base to the point of pickup should occur, in the pickup of a patient in response to an official call, which would result in extreme hardship to CONTRACTOR under this agreement, COUNTY or its authorized agent shall have the discretion to allow extra compensation to CONTRACTOR. Such extra compensation may be allowed under this paragraph and in connection with dry runs under Paragraph 2 of this Exhibit "A".

Micro Fiched

2. Dry Runs. A charge of $25.00 for each "dry run" as defined in the agreement, plus $1.00 per mile over 5 miles from ambulance station to place of cancellation of call.

3. Additional Stretcher Cases. If two or more stretcher cases are carried on one officially initiated pickup, and the COUNTY is liable under this Agreement for one or more such cases, the basic rate shall apply to the first stretcher case, and the rate of $20.00 plus $.50 mileage shall apply to the remainder; provided, however, that the maximum liability of the COUNTY in this instance shall be the difference between the amount collected by the ambulance company for each stretcher case carried as a result of the said pickup and the amount for which the COUNTY would otherwise be liable pursuant to his provision.

4. Additional Sitting Patients. Flat charge of $20.00 for each such additional patient per trip. If no stretcher case is transported on the same

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

trip, the sitting patient will be charged at the stretcher rate; i.e., at least one stretcher rate shall be realized from each trip.

5. Oxygen Resuscitation or Inhalation. A charge of $5.00 per 1/2 "E" tank or portion thereof or for an equivalent portion of an "H" tank.

6. Out-of-County Trips. The basic rate of $42.50 plus one-way mileage of $1.75 per mile to destination will apply. For the second and successive stretcher patients, a basic rate of $20.00 plus one-way mileage of $.50 per mile. For additional sitting patients, a flat charge of $10.00.

7. Night Trips (between the hours of 7:00 p.m. and 7:00 a.m.). An additional charge of $5.00 shall be added to the basic rate for trips which are dispatched or cleared by County Communications between the hours of 7:00 p.m. and 7:00 a.m. regardless of when the trip is actually commenced or completed.

Micro Fiched

8. A flat fee of $25.00 per hour per ambulance shall be paid by COUNTY for disaster standby on any official initiated standby order.

9. Code 3. An additional charge of $5.00 per patient when a Code 3 response is required.

10. Meeting plane, train or boat, $5.00 additional.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

EXHIBIT "B"

DAVIS AMBULANCE SERVICE shall provide ambulance service to that area of the County southerly of the north right of way line of Road No. 27 and west of the west levee of the Yolo By-Pass.

Micro Fiched

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED
MAR 27 1979
PETER McNAMEE, Clerk
By _____ Deputy

AGREEMENT NO. 79-154

(Ambulance Service Agreement)

THIS AGREEMENT, made and entered into this 27th day of March, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Chester C. Waterbury, doing business as Sacramento Ambulance Service, Inc., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

1. DEFINITION OF TERMS.

The following definitions shall apply throughout this agreement:

A. Official Call. Any ambulance trip which is authorized by the County Communications Center.

Micro Fiched

B. Communications. The Communications Center of the County of Yolo.

C. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.

D. Emergency. Any sudden or serious illness or injury requiring immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.

E. Lack of Good Moral Character. The following are indicative of lack of good moral character:

Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

F. On Duty Personnel. The driver and attendant who are stationed at the same location as the ambulance equipment and capable of responding to calls.

G. Suspension. A cessation of the rights and obligations under this Agreement for a certain period of time, after which period this Agreement is automatically in full force and effect.

H. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit B of this Agreement.

2. RESPONSE TO CALLS.

A. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient.

Micro Fiched

B. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance CONTRACTOR.

C. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communications Center for dispatch of nearest ambulance.

D. CONTRACTOR shall promptly notify the Communications Center upon arrival on the scene of the emergency.

E. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2. A. above, the call shall no longer be considered an official call, and if CONTRACTOR transports the patient as directed, COUNTY is released from all financial responsibility thereunder.

F. COUNTY will authorize only those calls that are directly received at

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

the Communications Center. In the event that CONTRACTOR is summoned in an emergency by someone in person, not over the telephone, the trip will be authorized only if the emergency is verified by law enforcement or fire department personnel, within 60 minutes of the response by CONTRACTOR. CONTRACTOR shall be responsible for having the law enforcement or fire department personnel call Communications and provide the necessary verification.

G. Nothing in this Agreement is to be construed as to require response by CONTRACTOR to official calls in areas of riot or insurrection. Any damage sustained to equipment of CONTRACTOR in CONTRACTOR'S responding to riot or insurrection areas shall be paid by COUNTY in addition to charges indicated in Exhibit 'A.

Micro Fiched

3. AVAILABILITY OF EQUIPMENT AND PERSONNEL.

A. CONTRACTOR shall keep ambulance equipment and on-duty personnel available on a 24-hour basis. This is to be construed to require CONTRACTOR to provide equipment and personnel within his respective designated zone, including an ambulance and crew on stand-by to become immediately available when the primary ambulance is responding to another call.

B. CONTRACTOR shall keep the availability, location, and status of all ambulance equipment current with Communications. Vehicles which do not have the required on-duty personnel in immediate attendance shall be considered "out of service", and shall be reported as such. In the event that all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

4. MAINTENANCE OF EQUIPMENT.

A. CONTRACTOR shall obtain and keep in force any permits required by

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

the State of California to operate each piece of ambulance equipment, used in performance of this contract.

B. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. PERSONNEL.

A. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks; however, COUNTY may impose a reasonable charge for such service.

Micro Fiched

B. CONTRACTOR shall staff each ambulance with a driver of at least eighteen (18) years of age and an attendant of at least eighteen (18) years of age, both of whom shall wear clean uniforms, be neat and clean, and who shall be physically capable of performing the duties required of them. The attendant must possess an EMT-1 Certificate. All drivers and attendants shall obtain and keep in force any permits, licenses, or certificates required by State laws or regulations, and shall comply with such laws and regulations.

C. In addition, each ambulance driver shall have passed an appropriate ambulance driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

D. In all advertisements for labor or other personnel, or requests for employment of any nature, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In all hiring, CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the COUNTY, advising the said labor union or workers' representative of CONTRACTOR'S commitments under this section. CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this agreement. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of this section of the Agreement, or of the California Fair Employment Practices Act, or of any applicable Federal law concerning equal employment practices, the COUNTY will cause written notice to be served on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY'S request, CONTRACTOR shall meet with representatives of the COUNTY, in order to determine the means of correcting the violation, and the time period in which the violation shall be corrected. If, within ten (10) days, CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the Fair Employment Practices Commission and pursue any other remedies which may be available under law.

6. INSURANCE.

Micro Fiched

CONTRACTOR agrees to carry, at his own cost and expense, the following insurance:

A. Bodily injury liability insurance with limits of not less than $250,000 for one person, and $500,000 for more than one person, in one accident or occurrence.

B. Property damage liability insurance with a limit of not less than $50,000.

C. In lieu of a policy or policies with the limits stated in A & B

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

above, a combined single limit policy may be carried, covering both bodily injury and property damage, in an amount not less than $500,000.

D. Medical malpractice insurance with a limit of not less than $500,000.

E. Said policies of insurance shall carry the COUNTY OF YOLO as an additional named insured, and shall contain a provision to the effect that prior to cancellation or termination of any of said policies, a thirty (30) day written notice of such proposed cancellation or termination be given to COUNTY by the insurance carrier. CONTRACTOR shall furnish COUNTY a copy of his insurance policy or policies upon the execution of this agreement. Micro Fiched

F. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and its officers and employees, for any and all liability and claims for damages for injury, sickness and disease or death to persons or property from any cause whatsoever, arising from or connected with his operations or services hereunder performed by CONTRACTOR after the acceptance of an official call.

7. COLLECTIONS AND BILLING.

A. CONTRACTOR shall bill at least three (3) times within a one hundred (100) day period after the ambulance service has been rendered, and send an additional final demand in letter form; and shall provide COUNTY with evidence of such billings if requested to do so. CONTRACTOR shall bill the patient, or, when insurance information is obtained as required herein, the patient's insurance carrier. At the time of response to the official call, or as soon thereafter as possible, CONTRACTOR shall inquire from the patient and the destination facility whether the patient is insured for medical transportation services. CONTRACTOR shall obtain, whenever possible,

1. Name of insurance carrier,

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

2. Agent for processing claims,

3. Agent's address,

4. Policy number or other information to process claim.

In cases where insurance coverage apparently does exist, CONTRACTOR shall attempt to obtain an assignment of claim from the patient and bill the insurance carrier for the claim. No payment shall be made by COUNTY to CONTRACTOR where the patient has private insurance, is employed, or has other financial resources available to pay the bill.

Micro Fiched

The provisions of this section concerning billing shall not apply to official calls which terminate or originate at Yolo General Hospital, involving patients other than those on Medi-Cal or MediCare. Trip tickets for patients delivered to or picked up from Yolo General Hospital on official calls who are not on Medi-Cal or MediCare shall be turned over to Yolo General Hospital billing department on arrival at the hospital, or within five (5) working days. CONTRACTOR shall have no responsibility for billing patients for such trips. COUNTY shall pay CONTRACTOR for such trips at the rates set forth in Exhibit A. If it is later ascertained that the patient is on Medi-Cal or MediCare, the hospital shall give such information to CONTRACTOR and CONTRACTOR shall follow the usual billing procedures for these trips. If COUNTY has already paid CONTRACTOR, CONTRACTOR shall reimburse COUNTY the amount paid for such trip. Charges for dry runs, coroner-initiated cases, and prisoners may be billed directly to COUNTY.

In the event CONTRACTOR obtains an incorrect address from a patient, and is subsequently unable to locate the patient after all reasonable efforts to do so, such charge may be billed directly to COUNTY. CONTRACTOR shall provide documentation as to the efforts made to locate the patient, including, but not

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

limited to, contacting the hospital which admitted the patient.

The duty of CONTRACTOR to obtain insurance information to bill the insurance carrier as provided herein, is a duty to use reasonable effort consistent with sound business practices to obtain such information, and CONTRACTOR is not required to seek to obtain such information beyond using the standard of reasonable effort consistent with sound business practices.

B. If a bill is not paid within the above-mentioned one hundred (100) day period, and there is neither private insurance nor any other resource to pay the bill, CONTRACTOR may submit a claim to COUNTY for the unpaid portion of the bill at the rate set forth in Exhibit A. The claim shall be made for rates set forth in Exhibit A, less any amount collected by CONTRACTOR. The submission of the claim shall constitute an assignment to COUNTY of all CONTRACTOR'S rights, title, and interest, if any, in any such claim. CONTRACTOR shall remit to COUNTY by the fifth (5th) day of the month following the month's collection, any payment received on the claim subsequent to the assignment thereof to the COUNTY. The claim for payment by CONTRACTOR shall contain the following information when available:

Micro Fiched

1. County authorization number.
2. The patient's correct name, address, and telephone number.
3. Itemized listing of private and county charges.
4. The employer's name, address, and telephone number.
5. If the claim is assigned because of the non-payment of Medi-Cal or MediCare, a copy of the Medi-Cal or MediCare denial shall be submitted with the bill to COUNTY.
6. When minors are carried, whenever possible, the name, address, and telephone number of the parents or guardian must be fur-

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

nished, as well as the name, address, and telephone number of the employer of the parent or guardian.

7. All pertinent collection information and ambulance company files, including dates of billing, shall be attached to each claim submitted when assigned to COUNTY.

8. Where a patient has been admitted to a hospital other than Yolo General, CONTRACTOR shall obtain verification from the Hospital of the admission and submit such verification along with the bill to COUNTY. Such verification shall include, as a minimum, the patient's hospital medical record number.

Micro Fiched

C. CONTRACTOR shall submit claims to COUNTY within four (4) months from the date the ambulance services were rendered. Time may be extended for an additional ninety (90) days if there are further means for collection which CONTRACTOR wishes to pursue.

D. CONTRACTOR shall submit all Medi-Cal and MediCare claims to the appropriate offices. COUNTY agrees to assist in obtaining necessary medical, clinical, diagnostic, date and time service, P.O.E. Medi-Cal stickers, or police reports for CONTRACTOR for calls involving Yolo General Hospital, to assist in submitting and processing the Medi-Cal or MediCare claims. If Medi-Cal or MediCare rejects a claim submitted by CONTRACTOR, CONTRACTOR shall bill the patient as provided in Paragraph 7.A. of this agreement. If the patient fails to pay after being so billed by CONTRACTOR, then CONTRACTOR shall bill COUNTY pursuant to Paragraph 7.B. of this agreement. In such case, the time for submitting a claim to the COUNTY shall be extended beyond a four (4) month period as provided for in Paragraph 7.C. of this agreement, for an additional ninety (90) days from the expiration of such four (4) month period.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

If Medi-Cal or MediCare regulations prohibit billing the patient after rejection of a claim, CONTRACTOR shall not be required to bill the patient as provided herein. CONTRACTOR shall bill COUNTY on Medi-Cal or MediCare recipients for rejection of the claims by Medi-Cal or MediCare for some other reason than clerical error.

E. CONTRACTOR shall comply with all State and Federal laws, rules and regulations regarding billings under State and Federal medical care programs.

8. INSPECTION.

A. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.

Micro Fiched

B. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. COMPLIANCE WITH LAWS RELATING TO AMBULANCE SERVICE.

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service.

10. PAYMENT OF CLAIMS.

A. Only claims for official calls are payable under this agreement, provided that all of the procedures set forth in this Agreement have been followed. COUNTY shall pay claims at the rate set forth in Exhibit A. COUNTY shall pay the appropriate claims within thirty (30) days of receipt.

B. In order for a claim to be considered as properly arising under this Agreement, it is necessary that CONTRACTOR shall have complied with all applicable terms of this Agreement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8215

C. No claims will be paid in the absence of reasonable proof that services therefor in fact have been performed.

D. COUNTY shall notify CONTRACTOR, within thirty (30) calendar days after receipt of a claim, when the claim is to be rejected, and shall furnish and supply CONTRACTOR with all available information concerning the sources of revenue from which CONTRACTOR may collect for his services.

E. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run.

Micro Fiched

F. No claim for dry runs shall be paid unless the claim contains the following information verified by CONTRACTOR: authorization number, the date and time of call, point of pickup called for, reason for no pickup, the name and address of the person by whom cancelled if other than by Communications.

G. Nothing in this agreement is to be construed to make the reasonable rate or private rate for ambulance services to be those special rates established in Exhibit A. CONTRACTOR is expressly allowed to bill, prior to billing COUNTY, the patient, his insurance carrier, Medi-Cal or MediCare, at private rates established by CONTRACTOR, even though those rates are higher than those contained in Exhibit A.

11. NON-EMERGENCY TRANSFERS.

A. COUNTY Communications shall call the participating CONTRACTOR responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

B. COUNTY Communications shall call the participating CONTRACTOR responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.

C. COUNTY Communications shall call the participating CONTRACTOR responsible for the East Yolo area to transport non-emergency patients between Yolo General Hospital and any point in his area.

D. On out-of-county non-emergency transfers to or from Yolo General Hospital, COUNTY Communications shall, so far as possible, rotate such calls on a monthly basis.

12. ZONES OF RESPONSIBILITY.

A. The zones of responsibility defined by Exhibit B shall remain as CONTRACTOR'S zone of responsibility throughout the term of this Agreement.

B. CONTRACTOR shall not make an official call outside his zone of responsibility without approval of Communications.

Micro Fiched

C. COUNTY reserves the right to dispatch ambulances across zones of responsibility when CONTRACTOR is unable to adequately respond to emergency calls.

13. EFFECT OF VIOLATIONS OF AGREEMENT.

A. Violation of any term of this agreement by CONTRACTOR shall be grounds for suspension of the Agreement, in addition to any other remedies at law or in equity which COUNTY may have for breach of contract.

B. If it should come to the attention of COUNTY that any of the provisions of this agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR with a telephone call to the manager personally, and thereafter confirm in writing such violation or violations. If CONTRACTOR fails to correct said violation or violations within three (3) days of receiving said

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8215

written notice, COUNTY shall have the right to suspend the operation of this Agreement until such violation or violations have been corrected.

14. RELATIONSHIP OF THE PARTIES.

A. It is specifically understood and agreed that CONTRACTOR is an independent contractor, and is not subject to the direction and control of the COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which he may incur to the Federal or State government as a consequence of this Agreement.

B. Action by COUNTY authorizing ambulance service and action by CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to a hospital for emergency or long-term hospital services.

15. ASSIGNMENTS.

Micro Fiched

CONTRACTOR shall not assign any rights or duties under this agreement to a third party, without the written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this Agreement may, at the option of COUNTY, terminate this Agreement.

16. TERM OF CONTRACT.

Unless sooner terminated by either party giving sixty (60) days written notice to the other party, this Agreement shall cover the period from April 1, 1979, to March 31, 1981.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McNAMEE, CLERK
BY Ella E. Lucas
DEPUTY

(SEAL)

Micro Fiched

SACRAMENTO AMBULANCE SERVICE, INC.

BY Chester C. Waterbury
CHESTER C. WATERBURY

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

EXHIBIT "A"

RATE FOR OFFICIAL CALLS

1. Basic Rate. For all ambulance service herein provided for, a basic rate of $42.50, plus $1.75 per mile or fraction thereof, from point of pickup to destination hospital. The mileage rate shall apply one way only, from place of pickup to hospital. However, if an unusually long run from the operator's home base to the point of pickup should occur, in the pickup of a patient in response to an official call, which would result in extreme hardship to CONTRACTOR under this agreement, COUNTY or its authorized agent shall have the discretion to allow extra compensation to CONTRACTOR. Such extra compensation may be allowed under this paragraph and in connection with dry runs under Paragraph 2 of this Exhibit "A".

2. Dry Runs. A charge of $25.00 for each "dry run" as defined in the agreement, plus $1.00 per mile over 5 miles from ambulance station to place of cancellation of call.

Micro Fiched

3. Additional Stretcher Cases. If two or more stretcher cases are carried on one officially initiated pickup, and the COUNTY is liable under this Agreement for one or more such cases, the basic rate shall apply to the first stretcher case, and the rate of $20.00 plus $.50 mileage shall apply to the remainder; provided, however, that the maximum liability of the COUNTY in this instance shall be the difference between the amount collected by the ambulance company for each stretcher case carried as a result of the said pickup and the amount for which the COUNTY would otherwise be liable pursuant to his provision.

4. Additional Sitting Patients. Flat charge of $20.00 for each such additional patient per trip. If no stretcher case is transported on the same

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 157
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

trip, the sitting patient will be charged at the stretcher rate; i.e., at least one stretcher rate shall be realized from each trip.

5. Oxygen Resuscitation or Inhalation. A charge of $5.00 per 1/2 "E" tank or portion thereof or for an equivalent portion of an "H" tank.

6. Out-of-County Trips. The basic rate of $42.50 plus one-way mileage of $1.75 per mile to destination will apply. For the second and successive stretcher patients, a basic rate of $20.00 plus one-way mileage of $.50 per mile. For additional sitting patients, a flat charge of $10.00.

7. Night Trips (between the hours of 7:00 p.m. and 7:00 a.m.). An additional charge of $5.00 shall be added to the basic rate for trips which are dispatched or cleared by County Communications between the hours of 7:00 p.m. and 7:00 a.m. regardless of when the trip is actually commenced or completed.

Micro Fiched

8. A flat fee of $25.00 per hour per ambulance shall be paid by COUNTY for disaster standby on any official initiated standby order.

9. Code 3. An additional charge of $5.00 per patient when a Code 3 response is required.

10. Meeting plane, train or boat, $5.00 additional.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

EXHIBIT "B"

ZONE OF RESPONSIBILITY

SACRAMENTO AMBULANCE SERVICE, INC., West Area Branch, shall provide ambulance service for the area in Yolo County southerly of the northwest right of way line of County Road No. 124 and easterly of the west levee of the Yolo By-Pass.

Micro Fiched

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

FILED

MAR 27 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-155

(Ambulance Service Agreement)

THIS AGREEMENT, made and entered into this 27th day of March, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and William D. Seltzer, doing business as A-1 Yolo Ambulance Service, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

1. DEFINITION OF TERMS.

The following definitions shall apply throughout this agreement:

A. Official Call. Any ambulance trip which is authorized by the County Communications Center.

B. Communications. The Communications Center of the County of Yolo.

Micro Fiched

C. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.

D. Emergency. Any sudden or serious illness or injury requiring immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.

E. Lack of Good Moral Character. The following are indicative of lack of good moral character:

Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.

F. On Duty Personnel. The driver and attendant who are stationed

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

at the same location as the ambulance equipment and capable of responding to calls.

G. Suspension. A cessation of the rights and obligations under this Agreement for a certain period of time, after which period this Agreement is automatically in full force and effect.

H. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit B of this Agreement.

2. RESPONSE TO CALLS.

A. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient.

Micro Fiched

B. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance CONTRACTOR.

C. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communications Center for dispatch of nearest ambulance.

D. CONTRACTOR shall promptly notify the Communications Center upon arrival on the scene of the emergency.

E. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2. A. above, the call shall no longer be considered an official call, and if CONTRACTOR transports the patient as directed, COUNTY is released from all financial responsibility thereunder.

F. COUNTY will authorize only those calls that are directly received at the Communications Center. In the event that CONTRACTOR is summoned in an

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

emergency by someone in person, not over the telephone, the trip will be authorized only if the emergency is verified by law enforcement or fire department personnel, within 60 minutes of the response by CONTRACTOR. CONTRACTOR shall be responsible for having the law enforcement or fire department personnel call Communications and provide the necessary verification.

g. Nothing in this Agreement is to be construed as to require response by CONTRACTOR to official calls in areas of riot or insurrection. Any damage sustained to equipment of CONTRACTOR in CONTRACTOR'S responding to riot or insurrection areas shall be paid by COUNTY in addition to charges indicated in Exhibit A.

3. AVAILABILITY OF EQUIPMENT AND PERSONNEL.

Micro Fiched

A. CONTRACTOR shall keep ambulance equipment and on-duty personnel available on a 24-hour basis. This is to be construed to require CONTRACTOR to provide equipment and personnel within his respective designated zone, including an ambulance and crew on stand-by to become immediately available when the primary ambulance is responding to another call.

B. CONTRACTOR shall keep the availability, location, and status of all ambulance equipment current with Communications. Vehicles which do not have the required on-duty personnel in immediate attendance shall be considered "out of service", and shall be reported as such. In the event that all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

4. MAINTENANCE OF EQUIPMENT.

A. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

performance of this contract.

B. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. PERSONNEL.

A. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks; however, COUNTY may impose a reasonable charge for such service.

B. CONTRACTOR shall staff each ambulance with a driver of at least eighteen (18) years of age and an attendant of at least eighteen (18) years of age, both of whom shall wear clean uniforms, be neat and clean, and who shall be physically capable of performing the duties required of them. The attendant must possess an EMT-1 Certificate. All drivers and attendants shall obtain and keep in force any permits, licenses, or certificates required by State laws or regulations, and shall comply with such laws and regulations.

Micro Fiched

C. In addition, each ambulance driver shall have passed an appropriate ambulance driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

D. In all advertisements for labor or other personnel, or requests for employment of any nature, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In all hiring, CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of workers with which he has a collective bargaining agreement or other contract

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

or understanding, a notice, to be provided by the COUNTY, advising the said labor union or workers' representative of CONTRACTOR'S commitments under this section. CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this agreement. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of this section of the Agreement, or of the California Fair Employment Practices Act, or of any applicable Federal law concerning equal employment practices, the COUNTY will cause written notice to be served on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY'S request, CONTRACTOR shall meet with representatives of the COUNTY, in order to determine the means of correcting the violation, and the time period in which the violation shall be corrected. If, within ten (10) days, CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the Fair Employment Practices Commission and pursue any other remedies which may be available under law.

6. INSURANCE.

Micro Fiched

CONTRACTOR agrees to carry, at his own cost and expense, the following insurance:

A. Bodily injury liability insurance with limits of not less than $250,000 for one person, and $500,000 for more than one person, in one accident or occurrence.

B. Property damage liability insurance with a limit of not less than $50,000.

C. In lieu of a policy or policies with the limits stated in A & B above, a combined single limit policy may be carried, covering both bodily

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

injury and property damage, in an amount not less than $500,000.

D. Medical malpractice insurance with a limit of not less than $500,000.

E. Said policies of insurance shall carry the COUNTY OF YOLO as an additional named insured, and shall contain a provision to the effect that prior to cancellation or termination of any of said policies, a thirty (30) day written notice of such proposed cancellation or termination be given to COUNTY by the insurance carrier. CONTRACTOR shall furnish COUNTY a copy of his insurance policy or policies upon the execution of this agreement.

Micro Fiched

F. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and its officers and employees, for any and all liability and claims for damages for injury, sickness and disease or death to persons or property from any cause whatsoever, arising from or connected with his operations or services hereunder performed by CONTRACTOR after the acceptance of an official call.

7. COLLECTIONS AND BILLING.

A. CONTRACTOR shall bill at least three (3) times within a one hundred (100) day period after the ambulance service has been rendered, and send an additional final demand in letter form; and shall provide COUNTY with evidence of such billings if requested to do so. CONTRACTOR shall bill the patient, or, when insurance information is obtained as required herein, the patient's insurance carrier. At the time of response to the official call, or as soon thereafter as possible, CONTRACTOR shall inquire from the patient and the destination facility whether the patient is insured for medical transportation services. CONTRACTOR shall obtain, whenever possible,

1. Name of insurance carrier,

2. Agent for processing claims,

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

3. Agent's address,

4. Policy number or other information to process claim.

In cases where insurance coverage apparently does exist, CONTRACTOR shall attempt to obtain an assignment of claim from the patient and bill the insurance carrier for the claim. No payment shall be made by COUNTY to CONTRACTOR where the patient has private insurance, is employed, or has other financial resources available to pay the bill.

Micro Fiched

The provisions of this section concerning billing shall not apply to official calls which terminate or originate at Yolo General Hospital, involving patients other than those on Medi-Cal or MediCare. Trip tickets for patients delivered to or picked up from Yolo General Hospital on official calls who are not on Medi-Cal or MediCare shall be turned over to Yolo General Hospital billing department on arrival at the hospital, or within five (5) working days. CONTRACTOR shall have no responsibility for billing patients for such trips. COUNTY shall pay CONTRACTOR for such trips at the rates set forth in Exhibit A. If it is later ascertained that the patient is on Medi-Cal or MediCare, the hospital shall give such information to CONTRACTOR and CONTRACTOR shall follow the usual billing procedures for these trips. If COUNTY has already paid CONTRACTOR, CONTRACTOR shall reimburse COUNTY the amount paid for such trip. Charges for dry runs, coroner-initiated cases, and prisoners may be billed directly to COUNTY.

In the event CONTRACTOR obtains an incorrect address from a patient, and is subsequently unable to locate the patient after all reasonable efforts to do so, such charge may be billed directly to COUNTY. CONTRACTOR shall provide documentation as to the efforts made to locate the patient, including, but not limited to, contacting the hospital which admitted the patient.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

The duty of CONTRACTOR to obtain insurance information to bill the insurance carrier as provided herein, is a duty to use reasonable effort consistent with sound business practices to obtain such information, and CONTRACTOR is not required to seek to obtain such information beyond using the standard of reasonable effort consistent with sound business practices.

B. If a bill is not paid within the above-mentioned one hundred (100) day period, and there is neither private insurance nor any other resource to pay the bill, CONTRACTOR may submit a claim to COUNTY for the unpaid portion of the bill at the rate set forth in Exhibit A. The claim shall be made for rates set forth in Exhibit A, less any amount collected by CONTRACTOR. The submission of the claim shall constitute an assignment to COUNTY of all CONTRACTOR'S rights, title, and interest, if any, in any such claim. CONTRACTOR shall remit to COUNTY by the fifth (5th) day of the month following the month's collection, any payment received on the claim subsequent to the assignment thereof to the COUNTY. The claim for payment by CONTRACTOR shall contain the following information when available:

Micro Fiched

1. County authorization number.
2. The patient's correct name, address, and telephone number.
3. Itemized listing of private and county charges.
4. The employer's name, address, and telephone number.
5. If the claim is assigned because of the non-payment of Medi-Cal or MediCare, a copy of the Medi-Cal or MediCare denial shall be submitted with the bill to COUNTY.
6. When minors are carried, whenever possible, the name, address, and telephone number of the parents or guardian must be furnished, as well as the name, address, and telephone number of

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

the employer of the parent or guardian.

7. All pertinent collection information and ambulance company files, including dates of billing, shall be attached to each claim submitted when assigned to COUNTY.

8. Where a patient has been admitted to a hospital other than Yolo General, CONTRACTOR shall obtain verification from the Hospital of the admission and submit such verification along with the bill to COUNTY. Such verification shall include, as a minimum, the patient's hospital medical record number.

C. CONTRACTOR shall submit claims to COUNTY within four (4) months from the date the ambulance services were rendered. Time may be extended for an additional ninety (90) days if there are further means for collection which CONTRACTOR wishes to pursue.

Micro Fiched

D. CONTRACTOR shall submit all Medi-Cal and MediCare claims to the appropriate offices. COUNTY agrees to assist in obtaining necessary medical, clinical, diagnostic, date and time service, P.O.E. Medi-Cal stickers, or police reports for CONTRACTOR for calls involving Yolo General Hospital, to assist in submitting and processing the Medi-Cal or MediCare claims. If Medi-Cal or MediCare rejects a claim submitted by CONTRACTOR, CONTRACTOR shall bill the patient as provided in Paragraph 7.A. of this agreement. If the patient fails to pay after being so billed by CONTRACTOR, then CONTRACTOR shall bill COUNTY pursuant to Paragraph 7.B. of this agreement. In such case, the time for submitting a claim to the COUNTY shall be extended beyond a four (4) month period as provided for in Paragraph 7.C. of this agreement, for an additional ninety (90) days from the expiration of such four (4) month period. If Medi-Cal or MediCare regulations prohibit billing the patient after

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

rejection of a claim, CONTRACTOR shall not be required to bill the patient as provided herein. CONTRACTOR shall bill COUNTY on Medi-Cal or MediCare recipients for rejection of the claims by Medi-Cal or MediCare for some other reason than clerical error.

E. CONTRACTOR shall comply with all State and Federal laws, rules and regulations regarding billings under State and Federal medical care programs.

8. INSPECTION.

A. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.

B. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. COMPLIANCE WITH LAWS RELATING TO AMBULANCE SERVICE.

Micro Fiched

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service.

10. PAYMENT OF CLAIMS.

A. Only claims for official calls are payable under this agreement, provided that all of the procedures set forth in this Agreement have been followed. COUNTY shall pay claims at the rate set forth in Exhibit A. COUNTY shall pay the appropriate claims within thirty (30) days of receipt.

B. In order for a claim to be considered as properly arising under this Agreement, it is necessary that CONTRACTOR shall have complied with all applicable terms of this Agreement.

C. No claims will be paid in the absence of reasonable proof that

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

services therefor in fact have been performed.

D. COUNTY shall notify CONTRACTOR, within thirty (30) calendar days after receipt of a claim, when the claim is to be rejected, and shall furnish and supply CONTRACTOR with all available information concerning the sources of revenue from which CONTRACTOR may collect for his services.

E. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run.

Micro Fiched

F. No claim for dry runs shall be paid unless the claim contains the following information verified by CONTRACTOR: authorization number, the date and time of call, point of pickup called for, reason for no pickup, the name and address of the person by whom cancelled if other than by Communications.

G. Nothing in this agreement is to be construed to make the reasonable rate or private rate for ambulance services to be those special rates established in Exhibit A. CONTRACTOR is expressly allowed to bill, prior to billing COUNTY, the patient, his insurance carrier, Medi-Cal or MediCare, at private rates established by CONTRACTOR, even though those rates are higher than those contained in Exhibit A.

11. NON-EMERGENCY TRANSFERS.

A. COUNTY Communications shall call the participating CONTRACTOR responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.

B. COUNTY Communications shall call the participating CONTRACTOR

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.

C. COUNTY Communications shall call the participating CONTRACTOR responsible for the East Yolo area to transport non-emergency patients between Yolo General Hospital and any point in his area.

D. On out-of-county non-emergency transfers to or from Yolo General Hospital, COUNTY Communications shall, so far as possible, rotate such calls on a monthly basis.

12. ZONES OF RESPONSIBILITY.

A. The zones of responsibility defined by Exhibit B shall remain as CONTRACTOR'S zone of responsibility throughout the term of this Agreement.

B. CONTRACTOR shall not make an official call outside his zone of responsibility without approval of Communications.

Micro Fiched

C. COUNTY reserves the right to dispatch ambulances across zones of responsibility when CONTRACTOR is unable to adequately respond to emergency calls.

13. EFFECT OF VIOLATIONS OF AGREEMENT.

A. Violation of any term of this agreement by CONTRACTOR shall be grounds for suspension of the Agreement, in addition to any other remedies at law or in equity which COUNTY may have for breach of contract.

B. If it should come to the attention of COUNTY that any of the provisions of this agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR with a telephone call to the manager personally, and thereafter confirm in writing such violation or violations. If CONTRACTOR fails to correct said violation or violations within three (3) days of receiving said written notice, COUNTY shall have the right to suspend the operation of this

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

Agreement until such violation or violations have been corrected.

14. RELATIONSHIP OF THE PARTIES.

A. It is specifically understood and agreed that CONTRACTOR is an independent contractor, and is not subject to the direction and control of the COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which he may incur to the Federal or State government as a consequence of this Agreement.

B. Action by COUNTY authorizing ambulance service and action by CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to a hospital for emergency or long-term hospital services.

Micro Fiched

15. ASSIGNMENTS.

CONTRACTOR shall not assign any rights or duties under this agreement to a third party, without the written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this Agreement may, at the option of COUNTY, terminate this Agreement.

16. TERM OF CONTRACT.

Unless sooner terminated by either party giving sixty (60) days written notice to the other party, this Agreement shall cover the period from April 1, 1979, to March 31, 1981.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

A-1 YOLO AMBULANCE SERVICE

BY William D. Seltzer
WILLIAM D. SELTZER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

EXHIBIT "A"

RATE FOR OFFICIAL CALLS

1. Basic Rate. For all ambulance service herein provided for, a basic rate of $42.50, plus $1.75 per mile or fraction thereof, from point of pickup to destination hospital. The mileage rate shall apply one way only, from place of pickup to hospital. However, if an unusually long run from the operator's home base to the point of pickup should occur, in the pickup of a patient in response to an official call, which would result in extreme hardship to CONTRACTOR under this agreement, COUNTY or its authorized agent shall have the discretion to allow extra compensation to CONTRACTOR. Such extra compensation may be allowed under this paragraph and in connection with dry runs under Paragraph 2 of this Exhibit "A".

Micro Fiched

2. Dry Runs. A charge of $25.00 for each "dry run" as defined in the agreement, plus $1.00 per mile over 5 miles from ambulance station to place of cancellation of call.

3. Additional Stretcher Cases. If two or more stretcher cases are carried on one officially initiated pickup, and the COUNTY is liable under this Agreement for one or more such cases, the basic rate shall apply to the first stretcher case, and the rate of $20.00 plus $.50 mileage shall apply to the remainder; provided, however, that the maximum liability of the COUNTY in this instance shall be the difference between the amount collected by the ambulance company for each stretcher case carried as a result of the said pickup and the amount for which the COUNTY would otherwise be liable pursuant to his provision.

4. Additional Sitting Patients. Flat charge of $20.00 for each such additional patient per trip. If no stretcher case is transported on the same

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666 8211

trip, the sitting patient will be charged at the stretcher rate; i.e., at least one stretcher rate shall be realized from each trip.

5. Oxygen Resuscitation or Inhalation. A charge of $5.00 per 1/2 "E" tank or portion thereof or for an equivalent portion of an "H" tank.

6. Out-of-County Trips. The basic rate of $42.50 plus one-way mileage of $1.75 per mile to destination will apply. For the second and successive stretcher patients, a basic rate of $20.00 plus one-way mileage of $.50 per mile. For additional sitting patients, a flat charge of $10.00.

7. Night Trips (between the hours of 7:00 p.m. and 7:00 a.m.). An additional charge of $5.00 shall be added to the basic rate for trips which are dispatched or cleared by County Communications between the hours of 7:00 p.m. and 7:00 a.m. regardless of when the trip is actually commenced or completed.

Micro Fiched

8. A flat fee of $25.00 per hour per ambulance shall be paid by COUNTY for disaster standby on any official initiated standby order.

9. Code 3. An additional charge of $5.00 per patient when a Code 3 response is required.

10. Meeting plane, train or boat, $5.00 additional.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EXHIBIT "B"

A-1 YOLO AMBULANCE SERVICE shall provide ambulance service to the area in Yolo County west of the west levee of the Yolo By-Pass and north of the north right of way line of County Road No. 27, and the area east of the Yolo By-Pass that is north of the northwesterly right of way line of Road No. 124.

Micro Fiched

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

MAR 27 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-156

(Agreement for Non-Emergency Ambulance Dispatch Services

THIS AGREEMENT, made and entered into this 27th day of March, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Steven C. Gibson, doing business as Davis Ambulance Service, Inc., hereinafter called COMPANY,

W I T N E S S E T H:

COUNTY agrees to provide non-emergency ambulance dispatch services for COMPANY under the terms and conditions set forth herein:

Micro Fiched

1. Services shall be provided by COUNTY'S Communications Department, to consist of answering and dispatching non-emergency ambulance calls received over COMPANY'S telephone line into the COUNTY'S Communications Center.

2. Said services shall be provided by COUNTY on a 24 hour per day basis.

3. COMPANY agrees to defend, indemnify, and hold harmless COUNTY, its officers and employees, for any and all loss, liability, and claims for injury, sickness, disease, or death to persons or property, from any cause whatsoever, arising from or connected with the services performed hereunder by COUNTY.

4. COMPANY agrees to pay to COUNTY, in four equal quarterly installments of $250.00, the total sum of One Thousand Dollars and 00/100 ($1,000.00) per year. Quarters shall end March 31, June 30, September 30, and December 31, and payments shall be due on or before the fifth day following the last day of the quarter. The first payment under this agreement shall be due on or before July 5, 1979. The sum of One Thousand Dollars and 00/100

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

Yolo County Agreement No. 79-157

CONTRACTOR
STATE AGENCY
DEPT. GENERAL SER.
CONTROLLER
CLEARED
COG PDR
DIST.

THIS AGREEMENT, made and entered into this 9th day of March, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	
Director	Employment Development Department Calif. State Office of Economic Opportunity	78001829 Amendment No. 4

Hereafter called CSOEO, and

County of Yolo for
[illegible] Economic Opportunity Commission

Hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

CONTRACTOR'S COPY

Amendment No. 4

Agreement No. 78001829, entered into on January 1, 1978, referencing the U.S. Department of Energy Low-Income Weatherization Assistance Program, is hereby amended as follows:

1. The term of this agreement, as set forth in Article 1., is extended from March 31, 1979 through June 30, 1979.

All other terms and conditions shall remain the same.

RECEIVED
MAY 16 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
MAY 16 1979
PETER McNAMEE, Clerk
By [signature] DEPUTY

Micro Fiched

Approved as to Form
Dated .....
[signature]
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo
BY (AUTHORIZED SIGNATURE) [signature]	PRINTED NAME AND TITLE OF PERSON SIGNING Betsy C. Marchand Chairman, Board of Supervisors County of Yolo, State of Calif.
TITLE Director --- California State Office of Economic Opportunity	ADDRESS P.O. Box 1098, Woodland, California 95695

(CONTINUED ON ____ SHEETS EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

AMOUNT ENCUMBERED $	APPROPRIATION			FUND
UNENCUMBERED BALANCE $	ITEM	CHAPTER	STATUTES	FISCAL YEAR
ADJ. INCREASING ENCUMBRANCE $	FUNCTION			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT 98KR 832 03460			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

FUND NO.	B.A. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 5-9-79

SIGNATURE OF OFFICER APPROVING ON BEHALF OF: [signature] DATE: 5-9-79

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
P. O. Box 1953
Sacramento, California 95809
PERS-CON-6 (Rev. 4/78)

RECEIVED
MAY - 9 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
MAY - 9 1979
PETER McNAMEE, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT No. 79-158

CONTRACT

COUNTY OF YOLO

WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING AN ACTUARIAL VALUATION AS STATED HEREIN

By this AGREEMENT made this 3rd day of April, 1979, in accordance with and subject to the provisions of the Public Employees' Retirement Law by and between the Governing Body of the above Public Agency, hereinafter referred to as Agency, and the Public Employees' Retirement System, hereinafter referred to as System, Agency and System agree as follows:

A. Agency herewith retains the services of System to perform the valuation(s) required by Section 20461.1 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract are supplemented by a combination of benefits shown as one of the vertical columns on attached Exhibit A. The fee for each combination of new benefits is shown at the bottom of the respective column.

Micro Fiched

B. Agency will pay $200.00 to System upon completion of the actuarial valuation, such fee being based on the number of employees (both active and those leaving contributions on deposit) included in the valuation and the membership categories and different combinations of new benefits involved.

C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY Carl J. Eschenbach
CARL J. ESCHENBACH, EXECUTIVE OFFICER

TITLE

COUNTY OF YOLO

BY Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHRISTOPHER K. [illegible]
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

Amendment Valuation

PERS-CON-25 (4-78)

Agency: County of Yolo

Date: March 12, 1979

EXHIBIT A

Miscellaneous Members

PROPOSED BENEFIT FORMULA

1. 2% @ 55 (Full) (Section 21252.6)
2. 2% @ 55 (Modified) (Section 21252.6)
3. 2% @ 50 (Full) (Section 21252.01)
4. 2% @ 50 (Modified) (Sections 21252.01 & 21252.45)
5. Miscellaneous: 2% @ 60 _____ (Section 21251.12)

PROPOSED OPTIONAL BENEFIT(S)

1. One year final compensation (Section 20024.2)
2. Unused sick leave credit (0.250% increase in miscellaneous and/or safety rate) (Section 20862.8)
3. Military service credit (1.000% increase in miscellaneous rate and 2.000% increase in safety rate) (Section 20930.3)
4. Industrial disability retirement for miscellaneous (1.000% increase in misc. rate) (Section 21022.1)
5. Post-retirement survivor benefit (Sections 21263 & 21263.1)
6. Non-industrial disability retirement allowances up to 50% of final compensation (Section 21298)
7. 1959 Survivor benefit (1.000% increase in miscellaneous rate and 0.500% increase in safety rate) (Sections 21380 through 21388)
8. 25% increase in 1959 Survivor benefit (Section 21382.2 pursuant to 21390)
9. Other(s): Section 21222.85 - 1 time 3%-15% increase to pre-1-1-74 retirees — X
   Section 21222.86 - 1 time 1%-7% increase to pre-7-1-74 retirees — X

FEE (per column) $ 100

TOTAL FEE $ 100.00

Micro Fiched

PERS-CON-25 (4-78)

Agency: County of Yolo

Date: March 12, 1979

EXHIBIT A

Safety Members

PROPOSED BENEFIT FORMULA

1. 2% @ 55 (Full) (Section 21252.6)			
2. 2% @ 55 (Modified) (Section 21252.6)			
3. 2% @ 50 (Full) (Section 21252.01)			
4. 2% @ 50 (Modified) (Sections 21252.01 & 21252.45)			
5. Miscellaneous: 2% @ 60 _____ (Section 21251.12)			

PROPOSED OPTIONAL BENEFIT(S)

1. One year final compensation (Section 20024.2)			
2. Unused sick leave credit (0.250% increase in miscellaneous and/or safety rate) (Section 20862.8)			
3. Military service credit (1.000% increase in miscellaneous rate and 2.000% increase in safety rate) (Section 20930.3)			Micro Fiched
4. Industrial disability retirement for miscellaneous (1.000% increase in misc. rate) (Section 21022.1)			
5. Post-retirement survivor benefit (Sections 21263 & 21263.1)			
6. Non-industrial disability retirement allowances up to 50% of final compensation (Section 21298)			
7. 1959 Survivor benefit (1.000% increase in miscellaneous rate and 0.500% increase in safety rate) (Sections 21380 through 21388)			
8. 25% increase in 1959 Survivor benefit (Section 21382.2 pursuant to 21390)			
9. Other(s): Section 21222.85 - 1 time 3%-15% increase to pre-1-1-74 retirees	X		
Section 21222.86 - 1 time 1%-7% increase to pre-7-1-74 retirees	X		

FEE (per column) $ 100 $ ____ $ ____

TOTAL FEE $ 100.00

FILED

APR 19 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT No. 79-159

THIS AGREEMENT ("Agreement") made and entered into this 3rd day of April, 1979 by and between the County of Yolo ("County") and DFM Associates, a general partnership ("DFM") with offices at 3095 Red Hill Avenue, Costa Mesa, California 92626.

RECITALS:

1. County desires to retain the services of DFM to assist County in establishing a Voter Information Package (VIP), all as generally described in the booklet bearing the title "Voter Information Package" prepared by DFM and submitted to representatives of County (Attachment I).

2. DFM is engaged in the business of furnishing such technical and expert services as are necessary to enable County to establish a VIP.

Micro Fiched

AGREEMENT:

The parties hereby agree as follows:

1. Scope of Work: The nature and scope of the services to be performed for County by DFM with regard to the establishment of a VIP are as follows:

WORK PHASE I: PRELIMINARY OVERVIEW AND INSTALLATION OF PRECINCT DATA FILE

A. Meet with Elections Department for preliminary overview to resolve required data input for Precinct Data File and Master Street Guide.

B. Deliver required programs for phase one on a reel of magnetic tape 800 BPI or 1600 BPI as required by the county computer configuration.(SCHEDULE A OF ATTACHMENT II)

C. Deliver Elections Department User Manual Keypunch Forms.

D. Deliver Computer Operations Manual.

E. Review capabilities and functions of Precinct Data File.

/ / / / / /

/ / / / / /

E. PRECINCT DATA FILE (Detailed Instruction)

1. Instruct elections personnel in use of keypunch forms and in establishing and updating the Precinct Data File.

2. Instruct data processing personnel in the use and operation of the Precinct Data File Programs. Discuss the job control and operational flow charts which apply to the Precinct Data File.

WORK PHASE II: MASTER STREET GUIDE (Detailed Instruction) REVIEW PRECINCT DATA FILE OUTPUT

A. Deliver required programs for Installation of Master Street Guide (SCHEDULE B OF ATTACHMENT II)

B. Meet with elections personnel to review output reports from the newly established Precinct Data File. Make any necessary corrections.

C. MASTER STREET GUIDE (Detailed Instruction)

1. Instruct elections personnel in use of keypunch forms and in establishing and updating the Master Street Guide.

Micro Fiched

2. Instruct data processing personnel in the use and operation of the Master Street Guide programs. Discuss the job control and operational flow charts which apply to the Master Street Guide.

WORK PHASE III: REGISTERED VOTER FILE (Detailed Instruction) REVIEW MASTER STREET GUIDE OUTPUT

A. Deliver required programs for Registered Voter File and ALL remaining VIP Programs for installation. (SCHEDULE C OF ATTACHMENT II)

B. Meet with elections personnel to review output reports from the newly established Master Street Guide. Make any necessary corrections.

C. REGISTERED VOTER FILE (Detailed Instruction)

1. Instruct elections personnel in use of keypunch forms and in establishing the Registered Voter File form existing affidavits and methods to be used to update information already on file.

2. Instruct data processing personnel in the use and operation of the Registered Voter File programs. Discuss the job control and operation flow charts which apply to the Registered Voter File.

WORK PHASE IV: ELECTION SUPPORT PROGRAMS (Detailed Instruction) REVIEW REGISTERED VOTER FILE OUTPUT

A. Meet with elections personnel to review output reports from the newly established Registered Voter File. Make any necessary corrections.

B. ELECTION SUPPORT PROGRAMS (Detailed Instruction)

1. Instruct the elections personnel in the use of keypunch forms and in the use and scope of the Election Support Programs.

2. Meet with the elections and data processing personnel to demonstrate all capabilities of the Election Support Programs.

3. DFM Associates will provide 10 days technical support for inplementation of the VIP System. Each additional day of technical support will be available on a per diem basis of $200.00 plus expenses.

1a. Implementation Schedule: The following Implementation Schedule for the VIP System installation is based on an assumed starting date of 4/5/79:

PHASE I.

Delivery and Installation of: Micro Fiched

Precinct Data File, Operations and User Manuals in addition to Keypunch Forms.

Begin conversion of Precinct Data File.

BEGIN: 4/15/79 COMPLETION: 4/30/79

PHASE II.

Deliver and installation of Master Street Guide
Begin conversion of Master Street Guide.

BEGIN: 5/1/79 COMPLETION: 5/15/79

PHASE III.

Deliver and installation of Registered Voter file and all other VIP Programs.
Begin conversion of Voter File.
BEGIN: 5/1/79 COMPLETION: 8/31/79

PHASE IV.

Instruction in use of Election Support Programs.

BEGIN: 7/2/79 COMPLETION: 7/31/79

For the purposes hereof, the beginning of Month 1 will be April 15, 1979, and the 15th of each month thereafter will mark the beginning of the subsequent months, the conclusion of the performance by DFM to be no earlier than August 31, 1979.

/ / / / / /

1b. VIP System Enhancements: The following program enhancements to the VIP System Programs will be provided to Yolo County at no additional charge:

1. Expansion of the Affidavit Number to accommodate 10 digits.

   Allowing for: County Code (2 digits)
   Alpha Prefix (2 digits)
   Affidavit No. (6 digits)

2. Removal of Social Security Number from all records, input forms, keypunch layouts, and reports produced by the system.

3. The addition of 8 User Flags to the Voter File Records for use by the Elections Department in selection and report printing.

4. Enhance the present selection program to allow a comprehensive selection capability for satisfying candidate label requests.

5. The addition of a program which will produce an output tape file in the format required by the Secretary of State.

Micro Fiched

6. The addition of a program which will produce voter notification cards in the format required by the Secretary of State.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

The parties acknowledge and agree that the nature and scope of the aforesaid services to be performed for County by DFM have been generally described in this section. DFM agrees that it will use its best efforts to conclude such services and that each statement to the County as contemplated by Section 3 hereof will be submitted only when the particular services relating to said statement have been concluded.

2. Time of Performance and Amount of Fee. The services to be performed for the County by DFM and the amount to be paid by County to DFM for each of the individual services are set forth in Attachment III.

3. Time of Payments to DFM. Upon completion of each item enumerated in Section 2 above, DFM will forthwith submit its statement to County and County will pay the same to DFM within 30 days of the date of such statement.

Micro Fiched

4. Installation of Hardware. It is assumed that the Hardware will be installed in the County facilities and in working order by the beginning of Month 1. Should the Hardware not be so installed and in working order by the beginning of Month 1, the time for performance by DFM for each of the items enumerated above shall be extended by the number of days of the delay.

5. Cancellation. If DFM has not concluded its performance of any of the items enumerated above by the end of the month in question, unless such performance has been delayed in accordance with the provisions of Section 4 above, County may, in addition to any other remedies it may have, give written notice thereof to DFM providing DFM with a period of 30 days to conclude the item or items which have not been concluded within the time period and by the end of the month as indicated in Section 2 above. If DFM has not so concluded the item or items in question referred to in said notice by the end of said 30-day period, the County

may terminate and cancel this Agreement forthwith upon the conclusion of said 30-day period and will be obligated to and will pay to DFM only that amount for items concluded through said 30-day period.

6. VIP Proprietary to DFM. It is understood and agreed by and between the parties and that VIP was the product of the creativity and expertise of and is owned exclusively by DFM It is acknowledged by County that DFM has sold to other governmental bodies aspects of VIP prior to the date hereof and intends to market and attempt to sell VIP or aspects thereof to other governmental bodies within or outside the State of California subsequent to the date hereof. Therefore, it is imperative that County keep confidential and in no way transfer or make available to any organization either VIP or any Micro Fiched information in regard thereto except in performance of its legal obligations. County hereby expressly consents to the marketing and selling of VIP and/or aspects thereof by DFM to other governmental bodies or other organizations subsequent to the date hereof.

7. Assignment. Neither party will assign this Agreement without the express written consent of the other. Any rights created hereunder will inure to the benefit of any successor in interest of DFM.

8. Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the performance of services contemplated by this Agreement, or against any applicant for such employment, because of age, handicap, race, color, religion, sex or national origin.

/ / / / / /

/ / / / / /

/ / / / / /

/ / / / / /

9. County Equipment Access. County hereby agrees to make available without charge to DFM access to county Data Processing equipment in county facilities which are reasonably required by DFM for the performance of its services necessitated by this Agreement.

10. Notices. Notices and communications under paragraph 5 of this agreement shall be sent by registered or certified mail, return receipt requested, or delivered in person. Other notices and communications may be sent by U.S. Mail or delivered in person. All notices or communications sent by mail shall be postage and fees prepaid and addressed to the parties respectively, as follows:

County of Yolo
c/o Peter McNamee, County Clerk
P.O. Box 1098
Woodland, CA 95695

DFM Associates
3095 Red Hill Avenue
Costa Mesa, CA 92626

Micro Fiched

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

Notice of Change of address shall be given pursuant to this paragraph.

11. Entire Agreement and Amendments. This Agreement, including any exhibits referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by each of the parties or their respective personal representatives, successors and/or assigns. There are no restrictions, promises, warranties, convenants or undertakings other than those expressly set forth in this Agreement.

12. Section Headings. Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation of determination of validity of this Agreement, or any provisions hereof.

Micro Fiched

13. California Law. This Agreement shall be deemed to have been entered into in the State of California, and all questions concerning the validity, interpretations, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California.

14. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be found to be invalid, void or unenforceable, the remaining provisions and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

/ / / /

/ / / /

/ / / /

/ / / /

15. Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which together shall constitute one and the same instrument.

16. Further Actions. Each of the parties hereto agrees to do any and all things and to take any and all actions reasonably necessary in order to carry out the provisions of this Agreement.

17. It is specifically understood that DFM is an independent contractor and is not subject to the direction and control of County except as to final results. DFM shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and for any and all of DFM's employees performing any service under this agreement. DFM agrees to indemnify and hold County harmless from any liability which it may incur to the federal or state governments as a consequence of this agreement.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF YOLO

BY Betsy C. Marchand
Chairman, Board of Supervisors

Attest:
PETER McNAMEE, COUNTY CLERK

BY _____
Deputy

(Seal)

DFM ASSOCIATES

BY _____
General Partner

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

APR 19 1979

ATTACHMENT I

VOTER INFORMATION PACKAGE

Micro Fiched

THE ANSWER TO TODAY'S
ELECTION MANAGEMENT NEEDS

FROM DFM ASSOCIATES

It's time for the change

The time has never been better to take the first big step in computerizing your voter registration and election management activity. The Voter Information Package developed by DFM Associates is ready NOW to satisfy a major share of your election information control needs.

1978 is a major election year, and the June primary will be here before we know it. But there IS time to implement the Voter Information Package and convert your present system to data processing.

The software in the package has been performance proved in actual use in California counties. Computer programs have been written to fit the specific requirements of county election administration in the state.

The total price of the Voter Information Package is a low $15,000, a figure guaranteed through February 1978. This total includes all software, documentation, installation and testing.

The price is right and the time is right for you to begin taking advantage of the many capabilities of electronic data processing.

Elements of V.I.P.

SOFTWARE

Written in COBOL, the Voter Information Package computer programs are easily installed on any IBM equipment. If you have other than IBM hardware, DFM Associates will modify the programs at some additional cost. Software will be personally installed by DFM Associates and tested to the user's satisfaction.

Micro Fiched

USER'S MANUAL

A User's Manual of step-by-step procedures to be followed by the elections staff in its daily assignments will be furnished. The manual is extremely simple to understand, and it fully documents each operation to add, delete or change file data.

OPERATIONS MANUAL

This document is utilized by data processing for file update and generation of reports for the elections office. All information necessary for data processing to fulfill their role is included in the manual.

Credentials of DFM Associates

DFM Associates is the publisher of the California Elections Code. The individuals of the organization total 27 years of election experience. This background encompasses all phases of election conduct, and creative efforts are devoted exclusively to the elections field. This means you can have confidence that the Voter Information Package has been carefully planned with the details of election administration always in mind.

Four master systems in package

There are four master systems which make up the Voter Information Package. A generalized description of how each system functions and the types of reports and printed materials produced is included below.

Built-in accuracy safeguards ensure the successful completion of each transaction to the files, protecting the integrity of the stored data. File maintenance reports are obtained with each update showing the disposition of each transaction and verification of accurate completion.

PRECINCT DATA FILE

The Precinct Data File system includes precinct and district information, along with voter registration totals by party. Because district data is contained in this file, any redistricting procedure does NOT result in massive revision of the Voter File. This unique feature has obvious long-term benefits for the user.

There are three valuable printed reports generated through the Precinct Data File:

Precinct/District Report -- This report is printed in numerical order by precinct, with all congressional, senatorial, assembly, supervisorial and special districts listed opposite the precinct number and name.

District/Precinct Report -- Printed by district, this report shows all precincts included in each district. Voter registration by party is indicated opposite each precinct name and number.

Micro Fiched

Detailed Precinct Report -- This report breaks down voter registration totals to reflect minor party affiliations for the Secretary of State.

MASTER STREET INDEX

This file contains a complete record of all addresses and precincts in the county. The system is used for automatic precincting of newly registered voters and voters changing address. Two reports are available:

Street Index by City Report -- Printed in alphabetical order by city, this report lists all street addresses and applicable precinct assignments for each residence address range. A reference line showing the city and last street entry appears at the bottom of each page for the rapid location of information.

County-Wide Street Index -- This report lists all street names in alphabetic order county-wide. Precinct numbers are shown opposite each street or each segment of a street which lies in more than one precinct.

VOTER FILE SYSTEM

The Voter File contains a record for each registered voter in the county and includes all information on the voter's affidavit. Through

this system the voter registration tape requested by the Secretary of State is produced as required. Precinct indexes, polling place inserts, and address labels are generated in a variety of printed formats, and provision for purge is included.

Two reports are available from the Voter File system, a county-wide alphabetical list of voters, and a listing of voters by precinct. In both cases all affidavit data is shown.

PRE-ELECTION SYSTEM

This system automates the time-consuming and error-prone manual assembly of ballot types and ballot printing order.

Ballot Type Report -- This report begins with the first ballot format needed and proceeds in this manner through all ballot variations. With each ballot type appears a listing of districts included on that ballot. A listing of all precincts which will receive that ballot type is also shown.

Ballot Order Report -- This report assembles the ballot order for printing. The order is broken down by ballot type and also by precinct and absentee ballots. Statistical guidelines are entered to the system, such as overage percentage desired, round-up-to amount, minimum acceptable quantity, etc. A complete election ballot order is subsequently produced automatically.

Micro Fiched

Call or write for additional details or a presentation.

DFM Associates
17 VIEJO · IRVINE, CALIFORNIA 92715 · (714) 752 0848

ATTACHMENT II: Programs to be supplied to County by DFM

SECTION A
PRECINCT DATA FILE SUB-SYSTEM

VIP001
VIP002
VIP003
VIP004
VIP005
VIP006
VIP007

SECTION B
MASTER STREET GUIDE SUB-SYSTEM

VIP008
VIP009
VIP030

SECTION C
MASTER VOTER FILE SUB-SYSTEM

VIP010
VIP011
VIP012
VIP013
VIP014
VIP015
VIP016
VIP017
VIP018

REPRECINCTING SUB-SYSTEM

VIP013
VIP014
VIP021

ELECTION SUPPORT SUB-SYSTEM

VIP022
VIP023
VIP024
VIP019
VIP020
VIP025

PURGE SUB-SYSTEM

VIP026
VIP027
VIP028
VIP029

Micro Fiched

ATTACHMENT III

VIP SYSTEM PAYMENT SCHEDULE

The following payments are due upon completion of each Phase:

PHASE I.	(4/30/79)	
		$7,500
PHASE II.	(5/15/79)	
PHASE III.	(8/31/79)	
		$7,500
PHASE IV.	(7/31/79)	
Total System Installation		$15,000.00

Micro Fiched

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

Yolo County
Agreement No. 79-160

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	8057

hereinafter called the State, and

COUNTY OF YOLO

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor shall perform enforcement services in accordance with the attachment described as "Method of Procedure for Enforcement of Department of Food and Agriculture Standards and for Certification and Surveillance of Eggs to U. S. Standards", which is identified as Exhibit 'A' and by this reference made a part hereof.

This agreement shall be for a one (1) year period commencing July 1, 1979, and terminating June 30, 1980.

The total compensation payable hereunder for the period of this agreement shall not exceed $662.00.

This agreement may be cancelled by either party upon thirty (30) days written notice or upon termination of funding by the United States Department of Agriculture. Should the agreement be terminated, payment shall be made for work performed up to the effective date of termination.

Notice to the Agricultural Commissioner of said county shall be deemed notice to the County. Notice to the Chief, Egg and Poultry Quality Control in Sacramento shall be deemed notice to the Director of Food and Agriculture.

The provisions on the reverse side hereof constitute a part of this agreement. (over)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): Betty Turner	BY (AUTHORIZED SIGNATURE): Betty A. Marchand
TITLE: Business Service Officer	TITLE: Chairman, Board of Supervisors, County of Yolo
	ADDRESS: P.O. Box 1098, Woodland, California 95695

(CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR)

FILED
Office of State Controller
MAY 16 1979
PETER McNAMEE, Clerk
By Barbara Bridges
GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

ENCUMBRANCE

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 662.00
UNENCUMBERED BALANCE: $
ADJ. INCREASING ENCUMBRANCE: $
ADJ. DECREASING ENCUMBRANCE: $

CONTINUING APPROPRIATIONS
AGRICULTURE CODE SECTION 221

ITEM	CHAPTER	STATUTES	FISCAL YEAR
			79/80

FUNDS: INSP. SERVS./EP&C
FUNCTION: 7-05-309-40-645= $662.00
LINE ITEM ALLOTMENT:

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Cindy Hunt — DATE: 5/15/79

I hereby certify that the conditions for exemption set forth in State Administrative Manual Section 1205 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services unless exempted from that approval.

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

YOLO

EXHIBIT 'A'

METHOD OF PROCEDURE FOR ENFORCEMENT OF DEPARTMENT OF FOOD AND AGRICULTURE STANDARDS AND FOR CERTIFICATION AND SURVEILLANCE OF EGGS TO U.S. STANDARDS:

PART I - THE STATE -

a) through the State Supervising Inspector will assume responsibility for coordinating the training and supervision of inspectors, interpretation and application of grades, and methods of making inspections.

b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors as may be employed by the County Department of Agriculture for work to be done under their agreement that requires a Federal license.

c) will furnish the standard inspector's notes now in use under similar cooperative agreements with the various counties; provided, that additional printing which is agreed upon by both parties to be necessary to the work under this agreement may be done by the county and the cost of such printing shall be credited to the county in the quarterly billing to the State.

d) will provide for the collection of the necessary grading fees either directly or through the Federal trust fund.

e) will compensate the County for the following services:

1. CALIFORNIA ENFORCEMENT (Mill Fee) -
An amount based upon the number of cases of eggs available for inspection at packing, distribution and retail outlets from the total designated mill fee monies available for distribution. Total amount payable under this portion of this agreement shall not exceed:

$ 662.00

2. USDA SURVEILLANCE -
$51 for each original mandatory USDA surveillance visit that is required to be made within the county. The total amount payable under this portion of this agreement shall not exceed:

$ ---

3. USDA CERTIFICATION -
For USDA fee certification an amount of $8.50 per hour plus per diem expenses in accordance with current Board of Control rates. The total amount payable under this portion of this agreement shall not exceed:

$ ---

PART II - THE COUNTY DEPARTMENT OF AGRICULTURE -

a) will maintain time slips for each inspector on a daily basis showing the number of hours spent performing services under this agreement together with copies of official certificates as specified by the Director and any other records as required giving a summary of work performed.

b) will keep a separate and complete account of all receipts or expenditures of monies and all time slips for the work done under this agreement, and the Department of Food and Agriculture shall have an opportunity to audit these records periodically. The audit shall cover the terms and provisions of this agreement and the report shall contain a statement of financial condition. These records

shall be accessible to the State supervising inspectors at all times. All such receipts, time slips, and other records as required by the Director shall be maintained and kept by the county until audited. However, in no case, even though not audited, shall the county be required to maintain any records for a period to exceed three (3) years.

c) will pay an hourly rate and any necessary expenses for the time inspectors are employed to work under this agreement. County, on a quarterly basis, shall submit to the Director an invoice for the work performed showing the number of mandatory USDA surveillance visits made and the number of hours worked for USDA certification work, and an amount for per diem expenses in accordance with current Board of Control rates.

d) will request quarterly payments be made upon completion of the minimum work-load requirements for mill fee enforcement as follows:

Cases of eggs available for inspection at wholesale 23,466.

Minimum number of cases of eggs to be inspected quarterly 88.

Cases of eggs available for inspection at retail 80,870.

Minimum number of cases of eggs to be inspected quarterly 506.

e) will furnish the necessary inspection equipment, transportation, office space, expenses and supplies, and clerical help for carrying on the inspection work under this agreement.

f) will use only federally-licensed personnel to certify eggs for U.S. Standards.

PART III - ADDITIONAL PROVISIONS -

a) the appropriate Federal or State supervisors will have the right to enter the county at any time where work is being done under this agreement to observe the actual inspection of eggs.

b) all licensed inspectors shall adhere to current regulations in 7 CFR, Part 56, Grading of Shell Eggs and United States Standards, Grades, and Weight Classes for Shell Eggs.

c) State and County personnel will keep each other informed on all activities pertaining to inspections made pursuant to this agreement.

d) in the performance of services, the State shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

FILED

APR 12 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-161

(Agreement for Lease and License of

Parachuting Facility)

THIS AGREEMENT, made and entered this 10th day of April, 1979, by and between the County of Yolo, a political subdivision of the State of California (hereinafter identified as "LANDLORD"), and GEORGE MORAR, dba PARACHUTES PLUS (hereinafter identified as "TENANT"),

W I T N E S S E T H:

RECITALS:

Micro Fiche

1. The Yolo County Board of Supervisors by Resolution No. 77-24 on March 8, 1977, adopted the Yolo County Airport Specific Plan, which announced a policy allowing recreational uses at the Yolo County Airport, so long as, and to the extent that, said uses do not conflict with aviation uses, and if the proponent demonstrates a presently existing need for the proposed use; that the proposed use will not create a safety hazard for aviation uses or occupy space otherwise needed for aviation uses; and is consistent with the Specific Plan. The Planning Commission has reported to the Board of Supervisors that the proposal is consistent with the General and Specific Plans.

2. TENANT has demonstrated a need for a recreational sport parachuting facility to be operated by Parachutes Plus, on the Yolo County Airport, and that presently such use will not conflict with, occupy space needed for, nor create a safety hazard for general aviation uses.

3. The Board has by Resolution No. 78-38 established guidelines regarding insurance requirements for activities conducted upon County property. The guidelines recognize that many circumstances need to be

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

considered in setting insurance requirements for any particular activity, and that the requirements differ due to different circumstances. Consequently, the guidelines may be modified on a showing that such modification is necessary in the circumstances.

4. Public liability insurance is unavailable for portions of sport parachuting activities; specifically, from the time a parachutist exits the aircraft until landing. Public liability insurance is available for all other aspects of sport parachuting. TENANT has demonstrated substantial justification that sport parachuting should occur on the Yolo County Airport notwithstanding this gap in insurance coverage, and has agreed as specified hereinbelow to hold harmless Yolo County, to defend any lawsuit not defended under TENANT's insurance policy, and to provide certain sums and take additional actions to provide security in lieu of public liability insurance.

5. The Board of Supervisors is satisfied that applicant's demonstration does constitute substantial justification for modification of the insurance guidelines, that sport parachuting is a popular sport enjoyed by many citizens, and therefore that it is in the public interest to enter this agreement to effectuate said use, provided that it is conducted strictly in compliance with the terms of this agreement.

6. Therefore, LANDLORD and TENANT desire by this agreement to both lease and license property for use as a sport parachuting jump zone and related uses and to delineate the rules by which said activity will be conducted.

THEREFORE, in and for consideration of the mutual promises and covenants herein contained, LANDLORD and TENANT agree as follows:

1. PROPERTY LEASED AND LICENSED; USE; SPECIAL EVENTS.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

The property leased and licensed by this agreement shall together be identified as "subject property."

A. Property Leased. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD on the terms and conditions hereinafter set forth the real property described hereinbelow, and which is identified in this agreement as "leased property".

1) Description: The real property leased hereby is described in Exhibit "A" attached hereto and incorporated herein by this reference.

2) Use: The leased property is to be used exclusively for a parachute drop zone, the site for TENANT's parachuting operations, training facilities, storage, and sales facilities for parachute equipment and purposes reasonably related thereto.

B. Property Licensed. LANDLORD hereby grants, and TENANT accepts on the terms and conditions hereinbelow set forth, a non-exclusive license of additional property identified herein as "licensed property", or as "drop zone", as described hereinbelow.

1) Description. The licensed property is described on Exhibit "B" attached hereto and incorporated herein by this reference.

2) Use. The licensed property shall be used by TENANT only as a sport parachuting drop zone as specified hereinbelow.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

3) Non-Exclusivity of Use. TENANT expressly acknowledges that the license granted herein is non-exclusive, and that LANDLORD expressly reserves the right to make other use of the licensed property, specifically including agricultural production, provided that such use does not preclude the use of the licensed property as a sport parachuting drop zone.

C. Right to Airport Use. LANDLORD agrees that TENANT, or his designated agent, is allowed the non-exclusive access to and use of the Yolo County Airport landing and takeoff facilities pursuant to this agreement. TENANT acknowledges and agrees to use said facilities in conformity with all applicable Federal, State and County laws, ordinances, rules and regulations governing the use of the Yolo County Airport.

D. Limitation on Drop Zone Use; Special Events.

This agreement authorizes only TENANT'S day-to-day parachuting activities; it does not authorize special events, which require additional prior approval of the Board of Supervisors. "Day-to-Day parachuting activities" means the regular parachuting activities conducted by Parachutes Plus attracting no more than ONE-HUNDRED-FIFTY (150) participants and/or spectators during any one day.

"Special events" means parachuting activities and/or events which are intended to attract more than ONE-HUNDRED-FIFTY (150) participants and/or spectators during any one day.

Prior to announcing or conducting any special event, as

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

defined herein, TENANT shall submit to the County Administrative Officer or his designee a written proposal explaining the event proposed, which shall include estimates of the number of participants and/or spectators, and information regarding all proposed advertising. The County Administrative Officer shall either approve said event in writing or, if necessary to effectuate the purposes of this agreement, shall refer the request to the Board of Supervisors for approval. In making this determination, the County Administrative Officer shall consider additional costs to the County which would be caused by the event proposed.

TENANT agrees that a material term of this agreement is his covenant not to conduct nor allow the conduct of special events on the subject property without the prior written consent of the Board of Supervisors. To effectuate this covenant, TENANT agrees: Not to announce or advertise any special event without the prior consent of the County Administrative Officer or the Board to the event and the announcement; to liberally interpret this covenant so as to effectuate its intent; and, in the event of uncertainty as to whether a proposed activity is a "special event", to notify, consult with, and abide by the determination of the County Administrative Officer on the question.

2. RENT:

A. Basic Rent.

1) Leased Property. TENANT hereby covenants to pay LAND-

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

LORD a monthly rent in the sum of $170.40 which rent is due and payable on or before the 15th day of each calendar month for the preceding calendar month or portion thereof during the term of this lease; provided however, TENANT may prepay any and/or all of said

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

monthly installments.

2) Licensed Property. In consideration of the license granted hereby for use of the licensed property as a drop zone, TENANT covenants to pay LANDLORD a sum of TEN CENTS ($0.10) per parachute jump conducted at the subject property, due and payable on or before the 15th day of each calendar month for the jumps occurring during the preceding calendar month or portion thereof.

B. Additional Rent. In addition to the basic rent, TENANT hereby covenants to pay an additional monthly rent in the sum calculated pursuant to the formula set forth below, which sum is due and payable on the 15th of each calendar month for the preceding calendar month or portion thereof.

1) Additional Rent Formula: The additional rent shall be a sum equal to one-half of one percent (0.5%) of the gross sales conducted on the subject property.

2) "Gross Sales" Defined: "Gross Sales" shall mean the total funds paid to Parachutes Plus and/or George Morar for all financial transactions occurring on the subject property, including without limitation jump fees, training fees, and all sales.

3. MONTHLY ACTIVITY STATEMENTS.

A. TENANT shall submit to LANDLORD on the 15th day of each month a statement detailing the activities conducted on the subject property during the preceding month.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

B. Said statement shall be known as a "Monthly Activity Statement" and shall specify the total number of sport parachute jumps accomplished at the leasehold and further specifying the gross income received by TENANT which is generated by all business done on the subject property, including compensation for parachute jumps, training, sales, and service of parachuting equipment.

C. TENANT agrees that LANDLORD shall have the right to perform any audit necessary in LANDLORD's discretion of TENANT's books, records, tax reports and accounts to determine the details of the monthly activity statement and/or which are required to determine the additional rent payments due.

4. TERMS AND OPTIONS:

A. TERM OF AGREEMENT. The term of this agreement including the lease and license shall be from the first day of January, 1979, to the 31st day of December, 1982, unless sooner terminated pursuant to this agreement.

B. OPTIONS TO RENEW; LIMITATIONS; EXERCISE.

LANDLORD hereby grants to TENANT, on the terms and conditions set forth herein, successive options to renew both the lease and license with the same terms, covenants, and conditions as set forth in this agreement.

1) Term of Renewals and Rent: Two successive options to lease and license the subject property are granted hereby, having the following terms:

a. From January 1, 1983 to December 31, 1986

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

b. From January 1,1987 , to December 31,1990.

c. Both the basic rent and additional rent shall be renegotiated upon exercise of said option(s).

2) Limitation on Renewal of License. An express condition precedent to TENANT'S exercise of the option to renew the license on the drop zone shall be the prior showing by TENANT at a duly noticed public meeting of the Board of Supervisors, and findings by the Board, that:

a. None of the facts or conditions justifying termination of said license exist, as set forth in Paragraph 5-A hereinbelow; and,

b. TENANT has complied with all rules governing operation of the drop zone, as set forth in Paragraph 6 hereinbelow; and,

c. Public liability insurance for jumping activities, if available, has been obtained by TENANT and names LANDLORD as a co-insured.

3) Method of Exercise of Option:

TENANT shall notify LANDLORD of his intent to exercise any option by serving a notice of intent to renew no later than ninety (90) days preceding the expiration of any term, accompanied by a request to schedule a public meeting and any information TENANT desires to submit to demonstrate satisfaction of the condition precedent to the right to exercise said option.

5. TERMINATION.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

A. LANDLORD's right to terminate license.

1) LANDLORD expressly reserves from the license herein granted the right to terminate said license prior to the expiration of the term specified in Paragraph 4 of this agreement, in the event that TENANT's use of the licensed property as a sport parachuting jump zone:

a. Is in direct conflict with the general aviation uses of the Yolo County Airport; or

b. Is of such a nature so as to cause serious and substantial concern for the safety of persons using the Yolo County Airport or the air space immediately surrounding said airport; or

c. Conflicts with or is conducted in violation of applicable state or federal laws or regulations expressly including without limitation those laws and/or regulations dealing with the conduct of a sport parachuting drop zone, and the rules for operation of the facility set forth in Paragraph 6 hereinbelow; or

d. Upon establishing as set forth hereinbelow other similar grounds for reasonable cause to terminate said license.

B. Procedure. For the purpose of determining whether grounds for termination of the license exist, the Yolo County Board of Supervisors shall conduct a hearing to determine the facts which are alleged to show grounds for said termination.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

LANDLORD or its delegate and TENANT shall have the right to attend and present evidence. At the conclusion of said hearing, the Board of Supervisors shall take such action as is necessary to determine the facts, and shall issue its order which may terminate, condition, or reaffirm the use of the licensed property as a drop zone.

C. Notice. The Board of Supervisors shall cause written notice of its decision to be served upon TENANT at the conclusion of its hearing. If said decision terminates or further conditions TENANT's right to use the licensed property as a drop zone, the effective date of said order shall be no sooner than thirty (30) days following service by mailing of said notice.

D. Cease and Desist Authority. Notwithstanding any other provision of this agreement, the County Administrative Officer or his delegate shall have the authority to suspend without hearing all operations on the subject property if he determines that termination is necessitated due to an imminent emergency. Said termination shall be accomplished by service of a cease and desist order detailing the reasons.

In the event a cease and desist order is served, the Board of Supervisors shall conduct a hearing no later than fifteen (15) days after the effective date of the cease and desist order, notice of which shall be given to all parties a minimum of ten (10) days before commencement of said hearing. The issue in said hearing shall be whether any or all of the grounds for termination of said license as set forth in Paragraph 5.A.1)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

hereinabove exist.

E. TENANT's rights in the event of termination of license. In the event that the Board of Supervisors determines that the license shall be terminated pursuant to this paragraph, the lease agreement for the leased property shall remain in full force and effect so long as TENANT is able to attain an alternative sport parachute drop zone within a practical distance of the subject property. TENANT agrees to exercise reasonable diligence in obtaining said alternative drop zone. Inability to obtain said alternative drop zone may be determined by TENANT to be frustration of purpose of this agreement and the lease may then be terminated by TENANT serving upon LANDLORD a written notice of termination to be effective no sooner than thirty (30) days after service by mail. In said event, rent shall be prorated up to and including the effective date of termination.

6. OPERATION OF DROP ZONE. TENANT agrees as both a material covenant and a condition to this agreement to conduct all sport parachuting operations on the subject property in strict conformity with the following rules. TENANT further acknowledges that failure or refusal to so comply shall be a material breach of this agreement and LANDLORD may terminate said agreement upon thirty (30) day written notice served by mail on TENANT.

A. Compliance with Law. TENANT shall comply with and abide by all applicable laws, rules, and regulations of any federal, state or County authority, expressly including without limitations

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

strict compliance with all regulations governing sport parachuting drop zones, including the provisions of this agreement.

B. Enforcement of Rules. TENANT shall post and actively enforce the "Rules for the Yolo Drop Zone" attached as Exhibit "C", and to follow the training outline attached as Exhibit "E", both incorporated herein by this reference.

C. Joint Use. TENANT acknowledges the joint use of the licensed premises for agricultural production and agrees to operate drop zone activities so as to minimize their adverse effect on growing crops.

D. Assumption of Risk. TENANT acknowledges that a material covenant of this agreement is his best efforts to protect the County from third person liability resulting from parachuting activities; consequently, TENANT covenants to require all parachutists to sign the Assumption of Risk agreement attached hereto as Exhibit "D". TENANT further acknowledges and covenants that he will properly use said agreement, including spending the necessary time with each parachutist to explain the agreement and its consequences, to indicate to the parachutist that the agreement substantially modifies the parachutist's legal rights, and to not use said agreement, nor to represent it to the parachutist as a routine or unimportant document.

E. SPECIAL EVENTS. TENANT shall not conduct any special event as defined in Paragraph 5 hereinabove without prior written

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

consent of LANDLORD, and shall abide by all terms of said consent.

7. IMPROVEMENTS AND STRUCTURES. During the term of this agreement, TENANT may construct and place such improvements and structures upon the leased property, but not upon the licensed property, as are necessary for the use of the leased property pursuant to this agreement. TENANT may place mobile structures allowed by applicable laws, regulations, ordinances, and resolutions of the State of California and the County of Yolo, for office facilities only, and not for residential facilities, and only so long as said facilities are not permanently affixed to the real property.

All such improvements placed shall be subject to the applicable general plan, specific plan, and Yolo County zoning ordinances, and this agreement shall not be construed as rendering them inapplicable in any way. TENANT agrees, at his expense, to apply for and prior to construction to receive approval of any discretionary land use permit required by the ordinances or resolutions of the County of Yolo in effect at the time of application, and further agrees to abide by all conditions imposed by the Yolo County Planning Commission on any such land use approval.

TENANT agrees that all improvements shall be installed in conformity with the applicable building, plumbing, electrical, mechanical or other applicable building standards codes, and also in conformity with all federal, state, and County ordinances, rules, and regulations governing structures located in or around airports.

Improvements in structures affixed to the leased property shall

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

become a part of the reality and shall remain as LANDLORD's property after termination of the lease or any extension thereof; provided, however, that TENANT may, prior to the termination of the lease or its extension, remove any improvement at his sole expense, and agrees in said event that TENANT will restore the premises to their original condition and shall reimburse LANDLORD for any damages caused by removal of improvements.

8. REPAIRS. TENANT shall, at his own cost, keep and maintain the subject premises and appurtenances, and every part thereof saving only public airport facilities, in good and sanitary order, condition, and repair, at least as good as existing at the date of execution hereof, normal wear and tear excepted. TENANT hereby waives all right to make repairs at the expense of LANDLORD as provided in Section 1942 of the California Code of Civil Procedure, and further waives all rights provided by Section 1941 of said Code. TENANT's obligation to maintain pursuant to this agreement shall commence upon execution of this agreement.

9. UTILITIES. Lessee shall pay all costs for any and all utilities, expressly including telephone, electricity, and any other utility installed on said premises, and shall exclusively pay the installation costs for said utilities. TENANT shall have the right, subject to the prior written consent of LANDLORD, to contract for the installation of any utility on the subject property. LANDLORD shall accrue no liability whatsoever to reimburse TENANT for the cost of installation or operation of any of the aforesaid utilities.

10. SUBLETTING AND ASSIGNMENT. Neither the lease, the license, nor this

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

agreement, nor any part thereof, shall be assigned nor shall it nor any part of it be sublet to any person, firm, or corporation without the express written consent of LANDLORD first had and obtained. TENANT acknowledges that his personal expertise in the conduct of sport parachuting operations is a material inducement to LANDLORD, and a material aspect of this agreement; hence, the parties mutually agree that this clause shall be strictly construed.

11. NON-WARRANTY OF FITNESS FOR USE. TENANT acknowledges and agrees that LANDLORD has made and makes no warranty of any kind regarding the fitness of the subject property for the use intended by TENANT, and further agrees that it is TENANT's responsibility to make the subject property usable and safe for the intended use, and to maintain it in such condition. Therefore, TENANT agrees to make such inspections of the property as are necessary to insure its safety for use as a drop zone, to cease parachuting operations in the event that it is unsafe, and to make such necessary repairs as to render the property safe, subject to the non-exclusive nature of the license to use said property.

In the event of a conflict between TENANT and any other user of the licensed property, TENANT agrees to submit the dispute to the County Administrative Officer for resolution, and to abide by said resolution provided that the resolution is consistent with TENANT's rights under this agreement.

12. NON-LIABILITY OF LANDLORD FOR DAMAGES. This agreement is entered upon the express condition and material covenant that LANDLORD, its officers, employees, and agents are to be free from any and all

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1
WOODLAND, CA 95695
TEL. NO.: (916) 666-8172

liability and/or claim for damages arising out of actions or conduct of TENANT, its agents, servants, employees, and invitees, during the term of this agreement or any extension hereof or tenancy hereunder. To effectuate and provide security for this condition and covenant, TENANT further agrees as follows:

A. Save Harmless. TENANT covenants and agrees to indemnify, to defend, and to save harmless LANDLORD from any and all liability, loss, cost, and/or obligations on account of or arising from any injury, accident, or loss incurred as a result of TENANT's operations pursuant to this agreement, however occurring.

B. Insurance. During the term of this agreement, or any extension hereof, TENANT shall, at its sole expense, maintain in full force and effect a policy or policies of public liability insurance expressly naming LANDLORD as a co-insured against liabilities for injuries to persons and property and for death of persons arising from any accident, injury, or damage occurring in, on, or about the subject property, or any portion thereof.

Each such policy shall be subject to approval by LANDLORD as to form and insurer.

The limits of liability under said insurance shall not be less than $1 million property damage, $500,000 per person personal injury or death.

The parties acknowledge and agree that such insurance is not available for injuries occurring during parachute drops

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

between the time of exit from the aircraft to landing; the parties agree, therefore, that this insurance clause shall not require TENANT to provide insurance for liability occurring during said parachute drops; provided, however, that TENANT agrees that in the event such insurance does become available, he will obtain it.

C. Assumption of Risk Agreement. TENANT agrees to require all sport parachutists to sign the Assumption of Risk Agreement attached as Exhibit "D" and to use said agreements as set forth in Paragraph 6-D hereinabove.

D. Defense Fund. As security for TENANT's covenant to defend the County, TENANT agrees to establish and maintain a fund of no less than $10,000 to be used for costs of defense of any suit naming the County or any of its officers, employees, or agents, as defendants and seeking damages for any loss occurring as a consequence of TENANT's operations of a sport parachuting facility on the subject property. Said fund shall be subject to the terms and conditions of the guarantee agreement attached hereto as Exhibit "E", and incorporated herein by this reference.

E. TENANT covenants to notify LANDLORD of any and all claims or actions filed against TENANT, arising out of the conduct by TENANT of the activities which are the subject of this agreement, said notification to occur within a reasonable time after notification to TENANT but not to exceed seven (7) days. If LANDLORD or any of its officers, employees, or agents are

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

named in said suit, or there is a reasonably foreseeable probability that they will be named, TENANT agrees further to engage in discussion with attorneys for LANDLORD and to cooperate in designing a defense and taking all steps necessary to defend LANDLORD.

13. POSSESSORY INTEREST AND PROPERTY TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

14. ENTRY BY OWNER. TENANT shall permit LANDLORD and LANDLORD's officers, employees, agents, and assignees, at all reasonable times, to enter the subject property, and to use the roads established on the premises now or in the future, for the purposes of inspection.

15. CONDITIONS AND COVENANTS. The parties mutually agree that each material term of this agreement is and shall be construed as, both a condition and a covenant.

16. SUBORDINATION. This agreement shall be subordinate to the provisions of any existing or future agreements between LANDLORD and the United States of America or the State of California (or any agency thereof) relative to the use, operation, or maintenance of the Yolo County Airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for the development of the Yolo County Airport, and this agreement shall be amended as necessary to conform to any such requirement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

In addition, this agreement shall be subordinate to the requirements of the United States or the State of California (or any agency thereof) relative to the statutes, rules, and regulations, expressly including requirements in the original grant deed from the United States to the County of Yolo of the Yolo County Airport, regulating the use of the Airport and this agreement shall be amended as necessary to conform to any such requirement.

17. BINDING ON SUCCESSORS. This agreement and all its covenants and conditions shall apply to and be binding upon the heirs, successors, executors, administrators, and assigns of TENANT.

TENANT agrees further that, in the event he incorporates a business entity to conduct the operations which are the subject of this agreement, prior to the effective date of the corporate form, TENANT will amend this agreement and the defense fund agreement, as well as all forms used in TENANT's operation, to reflect the corporate format.

18. CONDITION PRECEDENT. An express condition precedent to this agreement and all obligations contained herein is the final approval of all discretionary entitlements necessary to enable this lease to be entered, expressly including the filing of a final subdivision map, a Government Code Section 65402 report to the Board of Supervisors, and any use permits necessary for the uses proposed by TENANT.

19. NOTICES. All notices from LANDLORD to TENANT or TENANT to LANDLORD shall be in writing, either personally served or delivered by United States Mail, postage prepaid, addressed as follows:

County of Yolo

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

Yolo County Airport Director
County Courthouse
725 Court Street
Woodland, CA 95695

Parachutes Plus
c/o George Morar
800 Adams Street, #20
Davis, CA 95616

Service of any notice pursuant to this agreement shall be deemed complete upon deposit of said notice in the United States mail as stated above, and time shall commence upon the date of deposit.

20. ADDITIONAL PROVISIONS.

A. Time is of the essence of this agreement.

B. Neither the title nor the headings to the paragraphs of this agreement are a part of this agreement, and shall have no effect on the construction of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California, LANDLORD

By: Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By: Kate E. Jensen
Deputy

(SEAL)

PARACHUTES PLUS, TENANT

By: George Morar
GEORGE MORAR, GENERAL PARTNER
4/12/79

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

GUARANTEE

Guarantee is given hereby by Parachutes Plus to the County of Yolo, its officers, employees, agents, expressly including its insurance carrier, in order to induce the County to enter an agreement with Parachutes Plus allowing the use of property on the Yolo County Airport by Parachutes Plus as a sport parachuting drop zone. By said guarantee, the County has agreed to waive the requirement of personal injury liability insurance naming the County as a co-insured for liability arising from actual jumping activities, although not waiving liability insurance for all other activities to be conducted by Parachutes Plus.

The purpose of this guarantee is to provide a fund in the minimum amount of $10,000 to guarantee payment of costs of defense of any suit arising from conduct by Parachutes Plus of its sport parachuting activities which names or reasonably can be foreseen to name the County or any of its officers, employees, agents, or its insurance carrier, as a defendant.

For this purpose, Parachutes Plus and George Morar, hereby guarantee to the County of Yolo the establishment and maintenance of an account in an amount no less than $10,000 to be held in the Travis Federal Credit Union, in Account No. 61085. The terms of this guarantee shall be the terms of release of funds from said account.

Parachutes Plus and George Morar guarantee that the funds held in said account shall not be reduced below the amount of $10,000, so long as Parachutes Plus continues in an agreement with the County enabling the operation of a sport parachute jump zone on County property. Claims against said account may be made on behalf of the attorney for the County of Yolo, or any of its officers, employees, or agents who are named or reasonably can

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL NO.: (916) 666-8211

be foreseen to be named as defendant in any suit alleging damages arising out of the conduct by Parachutes Plus of a drop zone on the Yolo County Airport. Said claims shall be submitted by the County Administrative Officer to the Travis Credit Union, and the Credit Union will forthwith honor said claims and send a warrant payable to the County of Yolo in the amount of said claim.

The County Administrative Officer shall notify George Morar of a claim against said fund, and when the claim is honored, George Morar and Parachutes Plus guarantee deposit of additional funds in said account so that that aggregate balance of the account is not reduced below the sum of $10,000.

No claim shall be honored from said fund if said claim is covered by George Morar's or Parachutes Plus' public liability insurance.

Executed this 12th day of APRIL, 1979, at WOODLAND, California.

GUARANTOR

By: George Morar
GEORGE MORAR, individually and for Parachutes Plus

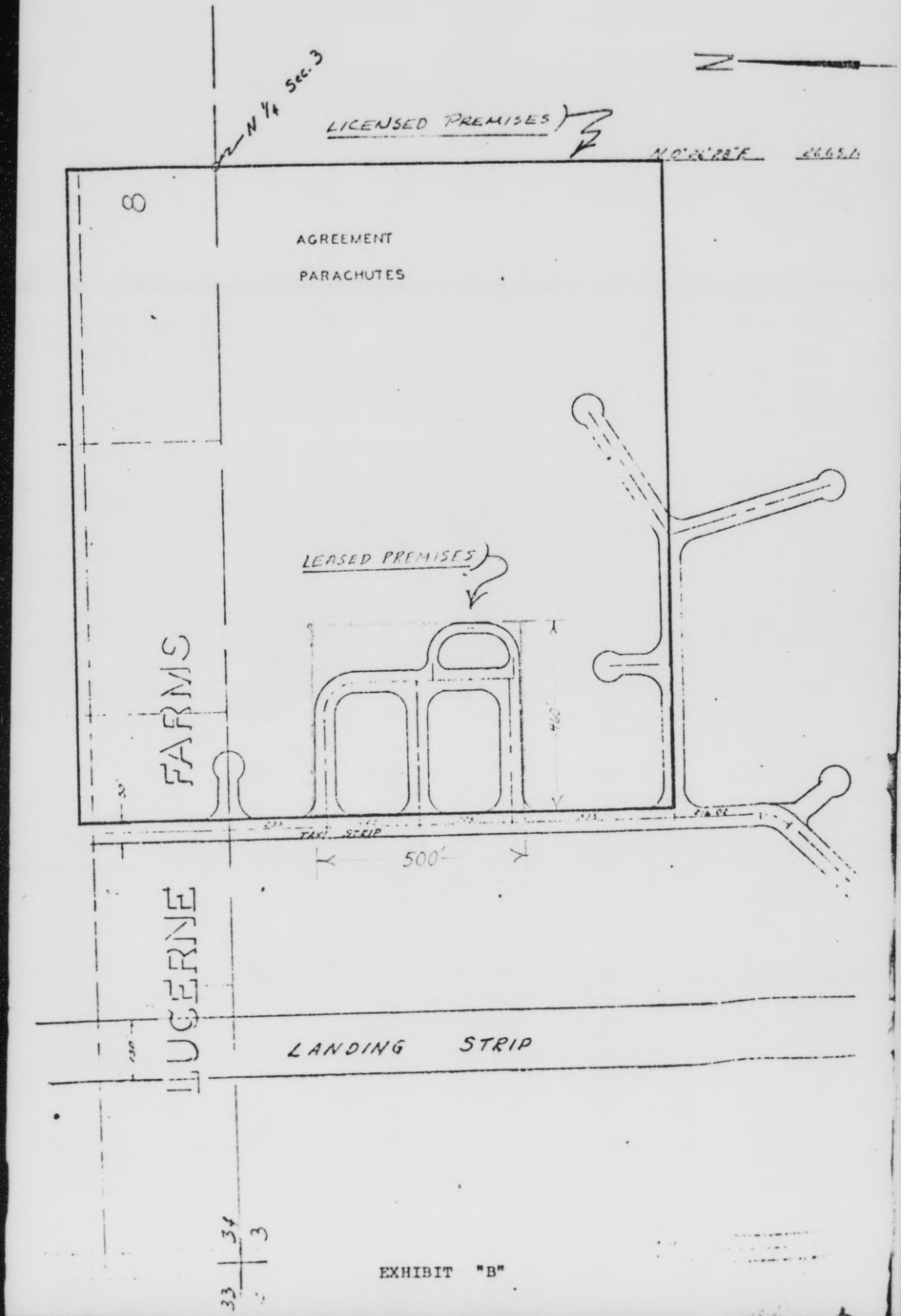
OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

EXHIBIT "A"

A parcel of land for lease purposes at the County Airport facilities, Yolo International Airport, being a portion of Section 3, Township 8 North, Range 1 East, M.D.B. & M., said parcel being more fully described as follows:

Commencing at the Brass Cap Bas-Monument located at the South end of Main Runway, thence East 556; thence North 1090 M.L. to a point located on the East edge of the North & South Taxi Strip and on the South edge of a Taxi Strip running East and West. Said point of beginning is also located N89°57'01"E 1076' and S.0°11'11"W 720 from the North West corner of Section 3 Township 8 North, Range 1 East M.D.B. & M., thence from point of beginning S89°48'49"E 373; thence N.0 11'11"E. 240'. thence N89°48'49"W. 132', thence N.0°11'11"B., 278', thence N89°48'49"W., 240' M.L., to the East edge of the North and South Taxi Strip. Thence S.0°11'11" W. 517 M.L. to P.O.B.

EXHIBIT "A"


N
N¼ SEC. 3
LICENSED PREMISES
AGREEMENT
PARACHUTES
LEASED PREMISES
FARMS
TAXI STRIP
500'
LUCERNE
LANDING STRIP
EXHIBIT "B"

RULES FOR YOLO DROP ZONE

Yolo D.Z. has enjoyed a good relationship with its neighbors and will continue to do so with your help. Usually when things go wrong, we make a change and solve the problem. As a result, here are some general courtesies and a few specific rules that we go by here.

If you land off the airfield (DZ), don't walk out through rows of crops in a diagonal path. Instead, walk down the row to the fence, then walk down the fence to a gate or corner. If you have to climb a fence to get out, please be sure to tell us so we can make it good with the owner.

Please don't plan exit or opening points over houses or other buildings--there's enough room to move it a little one way or another.

All jump runs are made from NORTH to SOUTH to avoid landing in the industrial area at the north end of the airport. In addition to not landing in the northern, industrial part of the airport, DO NOT land on the runway or the taxiways under any circumstances except for an uncontrollable emergency. Even in such an emergency, please do your best to land on grassy areas between and on either side of the runway and taxiways.

To be specific, the acceptable landing area is east of the training and packing area. Please do not land west of this area.

ALSO:

NO alcoholic beverages, pot or drugs will be tolerated during jumping or on the DZ at any time.

Steerable reserves which are in date are required (they'll be spot checked.)

Financial responsibility, i.e. insurance, is required of every jumper. You must either belong to USPA or carry insurance which is monetarily equivalent.

Canopies are to open by 2,000 feet or higher.

Semi-rigid or rigid helmets must be worn by all jumpers. We can't afford statistics generated by individuals who insist on doing "their thing" at the expense of others.

EXHIBIT "C"

Because the DZ is a public place, please help us keep it clean by picking up your trash and putting it into the trash cans.

Thanks, and have a good time here at Yolo D.Z.!

PARACHUTES PLUS

AGREEMENT

In consideration of PARACHUTES PLUS, hereinafter referred to as "Corporation" allowing _____, hereinafter referred to as "Participant," to utilize the facilities and participate in the skydiving, parachuting, aviation and other activities of Corporation, it is agreed that:

1. ASSUMPTION OF RISK. The participant knows and understands the scope, nature, and extent of the risks involved in those activities contemplated by this Agreement and voluntarily and freely chooses to incur such risks.

NOTE: THE FOLLOWING PARAGRAPHS 2A THROUGH 5 (left column) AND 2B THROUGH 2C (right column) ARE MUTUALLY EXCLUSIVE. STRIKE THE INAPPROPRIATE COLUMN OF THESE PARAGRAPHS.

2A. EXEMPTION FROM LIABILITY

The Participant exempts and releases the Corporation, its owners, officers, agents, servants, employees, and lessors and the property owner, its officers, agents, servants and employees from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to the Participant or the Participant's property while upon the premises or aircraft of the Corporation or while participating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence of the Corporation, its officers, agents, servants, employees or lessors, or from some other cause.

3. COVENANT NOT TO SUE

The Participant agrees never to institute any suit or action at law or otherwise against the Corporation, its owners, officers, agents, employees, servants or lessors or against the property owner, its officers, agents, servants, or employees nor to initiate or to assist in any prosecution

2B. ALTERNATIVE PROVISION

In consideration of the deletion of the provisions, 2A, 3, 4 and 5 herein regarding EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS, and CONTINUATION OF OBLIGATIONS, the Participant has paid the additional sum of $100.00 upon execution of this Agreement, receipt of which is hereby acknowledged by the Corporation.

2C. It is understood that acceptance of the ALTERNATIVE PROVISION above does not constitute a contract of insurance, but only waives Corporation's contractual defenses which would otherwise be available.

_____
(Signature)

EXHIBIT "D"

of any claim for damages or cause of action which the Participant, the Participant's heirs, executors or administrators hereafter may have by reason of injury to the person of the Participant or to the Participant's property arising from the activities contemplated by this Agreement.

4. INDEMNITY AGAINST THIRD PARTY CLAIMS

The Participant will indemnify, save and hold harmless the Corporation, its owners, officers, agents, servants, employees and lessors and the property owner, its officers, agents, servants and employees from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by this Agreement.

5. CONTINUATION OF OBLIGATIONS

The Participant agrees and acknowledges that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which the Participant participates, either directly or indirectly in the activities of the Corporation and shall be binding upon the heirs, executors and administrators of said Participant or his estate.

PARTICIPANT HEREBY acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely chosen between acceptance of the provisions of the foregoing paragraphs relating to EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUATION OF OBLIGATIONS and that relating to the ALTERNATIVE PROVISION as indicated by striking and initialing the provision or provisions not agreed to:

_____

(Signature)

REPRESENTATIONS AND WARRANTIES:

The Participant represents and warrants that he or she has no physical infirmity, except those listed below, is not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and has never been treated for any of the following: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure.

_____

(List infirmities. If none, state "none.")

IN WITNESS WHEREOF the parties have affixed their signatures this _____day of _____, 197

By: _____
PARACHUTES PLUS

_____
Participant

Age: _____

Address: _____

Telephone: _____

Person to notify in case of accident:

_____ _____
WITNESS

_____

_____

_____

PARACHUTES PLUS FIRST JUMP TRAINING OUTLINE

1979

NOTE: Parachutes Plus has as its goal, in training first jump students, that all students will learn everything necessary to make one safe jump. It is not our intention to dwell on or teach anything that would not contribute to the safety of a student's first jump. On the other hand, Parachutes Plus does intend that each and every student clearly understands her/his training and proceedures so that s/he is able to assume full responsibility for her/himself as a sport parachutist.

A. Lecture/Demonstration by Instructor

I. Introduction of students to sport parachuting
- a) Equipment required
- b) Governing agencies involved
  - i. Federal Aviation Administration
  - ii. California Division of Aeronautics
- c) Automatic safety devices employed
- d) Equipment deployment sequence
- e) Possibility of equipment malfunction
- f) Potential for injury
- g) Waiver requirement

II. Preliminary Instructions, Explanations, Requirements
(Instructor puts on equipment at this point)
- a) Explanation of what will be required of student
  - i. Student must be able to answer pertinent questions instinctivel
- b) Explanation/demonstration of correct way to approach aircraft(AC)
- c) Inform students of the requirement for a personal safety check prior to entering the AC.
- d) Explanation/demonstration of safety proceedures in AC

III. Instruction concerning riding in the AC
(Instructor gets in the AC, demonstrates)
- a) Explanation/demonstration of determination of the exit point
- b) Explanation/demonstration of what to do if the emergency pilot chute goes out the door
- c) Inform students where they will land
- d) Explanation/demonstration of how to get out of the AC
- e) Explanation/demonstration of proper way to jump from AC
  - i. Stress jumping <u>feet first</u>

IV. AC exit and jump proceedures
(Instructor performs a demonstration exit for each section)
- a) Explanation/demonstration of proper body position
  - i. stress purpose and importance of position
- b) Explanation/demonstration of proceedure for a total malfunction
  - i. explain control and operation of reserve parachute
- c) Explanation/demonstration of proceedure for a partial malfunction
  - ii. stress selection of landing area

EXHIBIT "E"

d) Explanation/demonstration of proceedure for good parachute but twisted suspension lines
i. stress locating proper landing area
e) Explanation/demonstration of proceedure for good parachute
ii. stress idea that any parachute that doesn't appear good is bad

V. Instruction on proper canopy control techniques
a) Location of the drop zone area
b) Explanation of how to steer the canopy
c) Explanation of when apparent movement across the ground will occu
d) Explanation of how to determine wind direction
e) Explanation of how to assume "prepare to land" body position
f) Explanation of how to collapse and inflated canopy on the ground

VI. Unusual Landings
a) Explanation/demonstration of proper wind landing
i. wind limit for students is 8 mph
b) Explanation/demonstration of proceedure for tree landing
c) Explanation/demonstration of proceedure for water landing
i. stress special equipment used for water landing
d) Explanation of proceedure for power line landing
i. stress requirement to avoid power lines all together

VII. Student practice of AC exit and jump proceedures
a) Each student practices several exits and jumps
b) Each student demonstrates good canopy, partial and total malfunction proceedures
c) Each student is asked and required to answer pertinent questions

B. Active Instruction/Demonstration with Individual Student Involvement

I. Parachute Landing Fall (PLF)
a) Introduction/explanation/demonstration of importance of PLF
b) Students jump from platform, land standing
c) Students jump, land and are supported by instructor through PLF
d) Students jump, land, stop, and roll
e) Students jump and roll through PLF
f) Students practice and learn forward, backward and sideways PLFs
g) Instructor stresses:
i. that landing is the most important part of the jump
ii. that feet and knees must be kept together for landing

II. Cutaway Proceedures (jettisoning a bad canopy)
(Each student in turn is put into a hang trainer)
a) Student in harness locates equipment components
i. stress their new location when hanging
b) Student practices exit, body position, total malfunction
c) Student practices exit, body position, partial malfunction and actual cutaway

III. Administration of a written test
a) Explanation of each wrong answer
i. passing grade is 75% corrected to 100%

C. Preparation For Actual Jump

I. Suit up and prepare students for jump
a) Proper fit of all equipment checked
i. boots
ii. coveralls
iii. helmet
b) Goggles provided for students with contact lenses
c) Glasses retainer provided for students with prescription glasses
i. NO bifocals are to be worn

d) Parachutes put on and fitted
   i. Students questioned during fitting, especially as to emergency proceedures
e) Attach radio
   i. explain operation of radio
   ii. explain that radio might not work properly and that this means student must not depend on it

II. At AC Prior To Take-Off (each student)
a) Practice exit and total malfunction proceedure
b) Practice exit with partial malfunction proceedure
c) Instructor or jumpmaster administers safety check of student's equipment
d) Students placed individually in AC
e) Static line of first jumper attached and checked

PARACHUTES PLUS RADIO PROCEEDURES

1) The jump aircraft pilot will contact Travis Radar Approach Control (RAPCON) immediately after take off.

2) The jump aircraft pilot will inform RAPCON of the jump plane's intention, i.e. the plane's jump altitude and heading and geographical location.

3) One minute before jumpers exit the aircraft, the pilot will inform Travis RAPCON and Yolo Drop Zone that the aircraft is on jump run, with one minute until the jump.

4) After the last jumper has departed the aircraft, the pilot will inform Travis RAPCON of this and will clear off their frequency.

5) After the jump aircraft has descended to traffic pattern altitude, the jump pilot will inform Yolo County Airport on frequency 122.9 that the jump aircraft is entering the traffic pattern.

Travis AFB Radar monitors the entire area's air space, and informs all aircraft in contact with Travis RAPCON of the relative positions of any other aircraft which are close enough to be of significance to each other. In this way, RAPCON notifies the jump aircraft of the relative positions of any significant traffic.

If it appears there may be any conflict, the jump aircraft is directed to abort its jump run and re-enter the jump pattern at a later time, after again notifying RAPCON.

END OF COURSE TEST

1. Always approach the jump aircraft from _____.

2. Who is responsible for your safety, basically, i.e. that all of your snaps are closed and that you have had an equipment check prior to entering the jump aircraft? _____

3. What is the first command in the aircraft that affects you?

_____

4. Where is the exit point with respect to the landing area?

_____

5. What is the most important thing about landing? _____

_____

6. When should you use your canopy releases (Capewells), i.e. cut-away?
   a. _____
   b. _____
   c. _____

7. Who will give you an equipment check? _____
   When? _____

8. What do you do when the jumpmaster says, "The door is coming open?" _____

9. How do you maintain stability after jumping from the aircraft step? _____

10. If your reserve pilot chute goes out the door when you are flying in the aircraft, what do you do? _____

_____

11. Write the three (3) exit commands. 1-_____
    2._____
    3._____

12. Write the count as you step free of the aircraft step.

    1. _____ 2. _____ 3._____

    4. _____ Then state, 5._____

    6. _____

13. Where is the ripcord handle when you are wearing the reserve parachute? _____

14. What is the w[illegible] line? _____

_____

15. If you want to make a right turn while under the canopy, which toggle will you pull? _____

16. What are the two (2) types of malfunction?

1. _____

2. _____

17. Shortly prior to ground contact (100 ft.), which direction should you be facing? _____

18. If you have a partial malfunction of the main canopy, what do you do? _____

19. How do you land in power lines? _____

20. If you were headed towards a grove of trees or a pond, what would you do? _____

21. Where are you going to land? _____

22. What are the five (5) points of body contact with the ground during a proper Parachute Landing Fall (PLF)?

1. _____ 2. _____

3. _____ 4. _____

5. _____

23. What is the best way to collapse an inflated canopy after landing? _____

24. Describe your "Prepare to Land" body position. _____

_____

25. At what point during the parachute jump are you the most apt to get injured if you neglect your training? _____

_____

26. All landings are made with _____ and _____ together.

27. Do you believe that you have received enough training to make a safe parachute jump? _____

28. If you were under two canopies and drifting towards the center of the landing area, what would you do? _____

_____

29. How do you treat your shadow during landing? _____

_____

30. If the right steering toggle is missing, how can you turn to the right? _____

_____

31. Do you understand the waiver you were asked to sign? If not, was it explained to you? _____

32. How do you steer the reserve parachute? _____

_____

33. How many hours of instruction in parachuting have you received?

_____

_____

Signature

FILED

APR 12 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-162

(License to Use Airport Facilities)

THIS AGREEMENT, made and entered into this 10th day of April, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter identified as "COUNTY") and Parachutes Plus, with George Morar acting as its agent, (hereinafter designated as "LICENSEE"),

W I T N E S S E T H:

RECITALS:

1. The Yolo County Airport Specific Plan allows recreational facilites including sport parachuting to be conducted on the Yolo County Airport subject to certain terms and conditions.

Micro Fiched

2. The Board of Supervisors of County has determined that it is in the public interest to enable George Morar, dba Parachutes Plus, to operate a sport parachuting drop zone in the location designated by the Specific Plan for such activities.

3. The Board of Supervisors has executed a lease, a photocopy of which is attached hereto and incorporated herein as Exhibit "A", to enable said operation. An express condition precedent to said lease is the obtaining of all land use permits necessary to enter said agreement, allow the construction of certain improvements, and enable the use of the facility for the purpose intended.

4. Said discretionary land use decisions include the filing of a subdivision map to create parcels in addition to the parcel to be created for lease to Parachutes Plus, and properly should be proposed by the Yolo County Airport Director. Said subdivision map requires

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

extensive drafting, design analysis, environmental analysis, and will necessitate lengthly time delays if required before Parachuting operations commence. However, a substantial portion of the public is desirous of commencing sport parachuting as soon as possible, and the basic policy decision to allow said parachuting has been made by virtue of the specific plan referred to hereinabove. For this reason, the Board of Supervisors has determined that it is in the public interest to grant an interim license to Parachutes Plus to enable the immediate commencement of parachuting activities, pending the above-referenced land use decisions.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. PROPERTY LICENSED. The County of Yolo hereby grants to LICENSEE a license to use the property described in Exhibit "A" as "Leased Property" and "Licensed Property" for use as a parachute drop zone and uses reasonably related thereto.

2. TERMS OF LICENSE. The terms of this license shall be the terms set forth in Exhibit "A"; LICENSEE agrees to comply with each and every condition and covenant of Exhibit "A".

3. TERM. The term of this license shall be from the date hereinabove set forth until the last discretionary land use decision becomes final or until the Board receives the Government Code Section 65402 report from the Yolo County Planning Commission, whichever occurs last. Said term may be sooner terminated pursuant to the termination provisions of Exhibit "A".

4. It is expressly understood that the granting of this license is without prejudice to the discretionary land use decisions hereinabove referenced, and TENANT acknowledges that by execution of this license, the

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

County makes no guarantee that said discretionary decisions will be made or that the condition precedent to Exhibit "A" will ever be fulfilled.

5. TENANT agrees that for purposes of property taxation, the interest created by this license shall be determined by reference to the interest created by Exhibit "A".

IN WITNESS WHEREOF, parties hereto have affixed their signatures hereto this 11th day of April, 1979.

COUNTY OF YOLO, a political subdivision of the State of California

By: Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By: Pete E. Lucas
Deputy

(SEAL)

PARACHUTES PLUS, LICENSEE

By: George Morar
GEORGE MORAR 4/12/79

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED (13)

APR 12 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-161

(Agreement for Lease and License of

Parachuting Facility)

THIS AGREEMENT, made and entered this 10th day of April, 1979, by and between the County of Yolo, a political subdivision of the State of California (hereinafter identified as "LANDLORD"), and GEORGE MORAR, dba PARACHUTES PLUS (hereinafter identified as "TENANT"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The Yolo County Board of Supervisors by Resolution No. 77-24 on March 8, 1977, adopted the Yolo County Airport Specific Plan, which announced a policy allowing recreational uses at the Yolo County Airport, so long as, and to the extent that, said uses do not conflict with aviation uses, and if the proponent demonstrates a presently existing need for the proposed use; that the proposed use will not create a safety hazard for aviation uses or occupy space otherwise needed for aviation uses; and is consistent with the Specific Plan. The Planning Commission has reported to the Board of Supervisors that the proposal is consistent with the General and Specific Plans.

2. TENANT has demonstrated a need for a recreational sport parachuting facility to be operated by Parachutes Plus, on the Yolo County Airport, and that presently such use will not conflict with, occupy space needed for, nor create a safety hazard for general aviation uses.

3. The Board has by Resolution No. 78-38 established guidelines regarding insurance requirements for activities conducted upon County property. The guidelines recognize that many circumstances need to be

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 187
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EXHIBIT-A

considered in setting insurance requirements for any particular activity, and that the requirements differ due to different circumstances. Consequently, the guidelines may be modified on a showing that such modification is necessary in the circumstances.

4. Public liability insurance is unavailable for portions of sport parachuting activities; specifically, from the time a parachutist exits the aircraft until landing. Public liability insurance is available for all other aspects of sport parachuting. TENANT has demonstrated substantial justification that sport parachuting should occur on the Yolo County Airport notwithstanding this gap in insurance coverage, and has agreed as specified hereinbelow to hold harmless Yolo County, to defend any lawsuit not defended under TENANT's insurance policy, and to provide certain sums and take additional actions to provide security in lieu of public liability insurance.

5. The Board of Supervisors is satisfied that applicant's demonstration does constitute substantial justification for modification of the insurance guidelines, that sport parachuting is a popular sport enjoyed by many citizens, and therefore that it is in the public interest to enter this agreement to effectuate said use, provided that it is conducted strictly in compliance with the terms of this agreement.

6. Therefore, LANDLORD and TENANT desire by this agreement to both lease and license property for use as a sport parachuting jump zone and related uses and to delineate the rules by which said activity will be conducted.

THEREFORE, in and for consideration of the mutual promises and covenants herein contained, LANDLORD and TENANT agree as follows:

1. PROPERTY LEASED AND LICENSED; USE; SPECIAL EVENTS.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA. 95695
TEL. NO.: (916) 666-8211

The property leased and licensed by this agreement shall together be identified as "subject property."

A. Property Leased. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD on the terms and conditions hereinafter set forth the real property described hereinbelow, and which is identified in this agreement as "leased property".

1) Description: The real property leased hereby is described in Exhibit "A" attached hereto and incorporated herein by this reference.

2) Use: The leased property is to be used exclusively for a parachute drop zone, the site for TENANT's parachuting operations, training facilities, storage, and sales facilities for parachute equipment and purposes reasonably related thereto.

B. Property Licensed. LANDLORD hereby grants, and TENANT accepts on the terms and conditions hereinbelow set forth, a non-exclusive license of additional property identified herein as "licensed property", or as "drop zone", as described hereinbelow.

1) Description. The licensed property is described on Exhibit "B" attached hereto and incorporated herein by this reference.

2) Use. The licensed property shall be used by TENANT only as a sport parachuting drop zone as specified hereinbelow.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

3) Non-Exclusivity of Use. TENANT expressly acknowledges that the license granted herein is non-exclusive, and that LANDLORD expressly reserves the right to make other use of the licensed property, specifically including agricultural production, provided that such use does not preclude the use of the licensed property as a sport parachuting drop zone.

C. Right to Airport Use. LANDLORD agrees that TENANT, or his designated agent, is allowed the non-exclusive access to and use of the Yolo County Airport landing and takeoff facilities pursuant to this agreement. TENANT acknowledges and agrees to use said facilities in conformity with all applicable Federal, State and County laws, ordinances, rules and regulations governing the use of the Yolo County Airport.

D. Limitation on Drop Zone Use; Special Events.

This agreement authorizes only TENANT'S day-to-day parachuting activities; it does not authorize special events, which require additional prior approval of the Board of Supervisors. "Day-to-Day parachuting activities" means the regular parachuting activities conducted by Parachutes Plus attracting no more than ONE-HUNDRED-FIFTY (150) participants and/or spectators during any one day.

"Special events" means parachuting activities and/or events which are intended to attract more than ONE-HUNDRED-FIFTY (150) participants and/or spectators during any one day.

Prior to announcing or conducting any special event, as

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

defined herein, TENANT shall submit to the County Administrative Officer or his designee a written proposal explaining the event proposed, which shall include estimates of the number of participants and/or spectators, and information regarding all proposed advertising. The County Administrative Officer shall either approve said event in writing or, if necessary to effectuate the purposes of this agreement, shall refer the request to the Board of Supervisors for approval. In making this determination, the County Administrative Officer shall consider additional costs to the County which would be caused by the event proposed.

TENANT agrees that a material term of this agreement is his covenant not to conduct nor allow the conduct of special events on the subject property without the prior written consent of the Board of Supervisors. To effectuate this covenant, TENANT agrees: Not to announce or advertise any special event without the prior consent of the County Administrative Officer or the Board to the event and the announcement; to liberally interpret this covenant so as to effectuate its intent; and, in the event of uncertainty as to whether a proposed activity is a "special event", to notify, consult with, and abide by the determination of the County Administrative Officer on the question.

2. RENT:

A. Basic Rent.

1) Leased Property. TENANT hereby covenants to pay LAND-

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

LORD a monthly rent in the sum of $170.40 which rent is due and payable on or before the 15th day of each calendar month for the preceding calendar month or portion thereof during the term of this lease; provided however, TENANT may prepay any and/or all of said

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

monthly installments.

2) Licensed Property. In consideration of the license granted hereby for use of the licensed property as a drop zone, TENANT covenants to pay LANDLORD a sum of TEN CENTS ($0.10) per parachute jump conducted at the subject property, due and payable on or before the 15th day of each calendar month for the jumps occurring during the preceding calendar month or portion thereof.

B. Additional Rent. In addition to the basic rent, TENANT hereby covenants to pay an additional monthly rent in the sum calculated pursuant to the formula set forth below, which sum is due and payable on the 15th of each calendar month for the preceding calendar month or portion thereof.

1) Additional Rent Formula: The additional rent shall be a sum equal to one-half of one percent (0.5%) of the gross sales conducted on the subject property.

2) "Gross Sales" Defined: "Gross Sales" shall mean the total funds paid to Parachutes Plus and/or George Morar for all financial transactions occurring on the subject property, including without limitation jump fees, training fees, and all sales.

3. MONTHLY ACTIVITY STATEMENTS.

A. TENANT shall submit to LANDLORD on the 15th day of each month a statement detailing the activities conducted on the subject property during the preceding month.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

B. Said statement shall be known as a "Monthly Activity Statement" and shall specify the total number of sport parachute jumps accomplished at the leasehold and further specifying the gross income received by TENANT which is generated by all business done on the subject property, including compensation for parachute jumps, training, sales, and service of parachuting equipment.

C. TENANT agrees that LANDLORD shall have the right to perform any audit necessary in LANDLORD's discretion of TENANT's books, records, tax reports and accounts to determine the details of the monthly activity statement and/or which are required to determine the additional rent payments due.

4. TERMS AND OPTIONS:

A. TERM OF AGREEMENT. The term of this agreement including the lease and license shall be from the first day of January, 1979, to the 31st day of December, 1982, unless sooner terminated pursuant to this agreement.

B. OPTIONS TO RENEW; LIMITATIONS; EXERCISE.

LANDLORD hereby grants to TENANT, on the terms and conditions set forth herein, successive options to renew both the lease and license with the same terms, covenants, and conditions as set forth in this agreement.

1) Term of Renewals and Rent: Two successive options to lease and license the subject property are granted hereby, having the following terms:

a. From January 1, 1983 to December 31, 1986

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

b. From January 1,1987 , to December 31,1990.

c. Both the basic rent and additional rent shall be renegotiated upon exercise of said option(s).

2) Limitation on Renewal of License. An express condition precedent to TENANT'S exercise of the option to renew the license on the drop zone shall be the prior showing by TENANT at a duly noticed public meeting of the Board of Supervisors, and findings by the Board, that:

a. None of the facts or conditions justifying termination of said license exist, as set forth in Paragraph 5-A hereinbelow; and,

b. TENANT has complied with all rules governing operation of the drop zone, as set forth in Paragraph 6 hereinbelow; and,

c. Public liability insurance for jumping activities, if available, has been obtained by TENANT and names LANDLORD as a co-insured.

3) Method of Exercise of Option:

TENANT shall notify LANDLORD of his intent to exercise any option by serving a notice of intent to renew no later than ninety (90) days preceding the expiration of any term, accompanied by a request to schedule a public meeting and any information TENANT desires to submit to demonstrate satisfaction of the condition precedent to the right to exercise said option.

5. TERMINATION.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1271
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

A. LANDLORD's right to terminate license.

1) LANDLORD expressly reserves from the license herein granted the right to terminate said license prior to the expiration of the term specified in Paragraph 4 of this agreement, in the event that TENANT's use of the licensed property as a sport parachuting jump zone:

a. Is in direct conflict with the general aviation uses of the Yolo County Airport; or

b. Is of such a nature so as to cause serious and substantial concern for the safety of persons using the Yolo County Airport or the air space immediately surrounding said airport; or

c. Conflicts with or is conducted in violation of applicable state or federal laws or regulations expressly including without limitation those laws and/or regulations dealing with the conduct of a sport parachuting drop zone, and the rules for operation of the facility set forth in Paragraph 6 hereinbelow; or

d. Upon establishing as set forth hereinbelow other similar grounds for reasonable cause to terminate said license.

B. Procedure. For the purpose of determining whether grounds for termination of the license exist, the Yolo County Board of Supervisors shall conduct a hearing to determine the facts which are alleged to show grounds for said termination.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

LANDLORD or its delegate and TENANT shall have the right to attend and present evidence. At the conclusion of said hearing, the Board of Supervisors shall take such action as is necessary to determine the facts, and shall issue its order which may terminate, condition, or reaffirm the use of the licensed property as a drop zone.

C. Notice. The Board of Supervisors shall cause written notice of its decision to be served upon TENANT at the conclusion of its hearing. If said decision terminates or further conditions TENANT's right to use the licensed property as a drop zone, the effective date of said order shall be no sooner than thirty (30) days following service by mailing of said notice.

D. Cease and Desist Authority. Notwithstanding any other provision of this agreement, the County Administrative Officer or his delegate shall have the authority to suspend without hearing all operations on the subject property if he determines that termination is necessitated due to an imminent emergency. Said termination shall be accomplished by service of a cease and desist order detailing the reasons.

In the event a cease and desist order is served, the Board of Supervisors shall conduct a hearing no later than fifteen (15) days after the effective date of the cease and desist order, notice of which shall be given to all parties a minimum of ten (10) days before commencement of said hearing. The issue in said hearing shall be whether any or all of the grounds for termination of said license as set forth in Paragraph 5.A.1)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

hereinabove exist.

E. TENANT's rights in the event of termination of license. In the event that the Board of Supervisors determines that the license shall be terminated pursuant to this paragraph, the lease agreement for the leased property shall remain in full force and effect so long as TENANT is able to attain an alternative sport parachute drop zone within a practical distance of the subject property. TENANT agrees to exercise reasonable diligence in obtaining said alternative drop zone. Inability to obtain said alternative drop zone may be determined by TENANT to be frustration of purpose of this agreement and the lease may then be terminated by TENANT serving upon LANDLORD a written notice of termination to be effective no sooner than thirty (30) days after service by mail. In said event, rent shall be prorated up to and including the effective date of termination.

6. OPERATION OF DROP ZONE. TENANT agrees as both a material covenant and a condition to this agreement to conduct all sport parachuting operations on the subject property in strict conformity with the following rules. TENANT further acknowledges that failure or refusal to so comply shall be a material breach of this agreement and LANDLORD may terminate said agreement upon thirty (30) day written notice served by mail on TENANT.

A. Compliance with Law. TENANT shall comply with and abide by all applicable laws, rules, and regulations of any federal, state or County authority, expressly including without limitations

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

strict compliance with all regulations governing sport parachuting drop zones, including the provisions of this agreement.

B. Enforcement of Rules. TENANT shall post and actively enforce the "Rules for the Yolo Drop Zone" attached as Exhibit "C", and to follow the training outline attached as Exhibit "E", both incorporated herein by this reference.

C. Joint Use. TENANT acknowledges the joint use of the licensed premises for agricultural production and agrees to operate drop zone activities so as to minimize their adverse effect on growing crops.

D. Assumption of Risk. TENANT acknowledges that a material covenant of this agreement is his best efforts to protect the County from third person liability resulting from parachuting activities; consequently, TENANT covenants to require all parachutists to sign the Assumption of Risk agreement attached hereto as Exhibit "D". TENANT further acknowledges and covenants that he will properly use said agreement, including spending the necessary time with each parachutist to explain the agreement and its consequences, to indicate to the parachutist that the agreement substantially modifies the parachutist's legal rights, and to not use said agreement, nor to represent it to the parachutist as a routine or unimportant document.

E. SPECIAL EVENTS. TENANT shall not conduct any special event as defined in Paragraph 5 hereinabove without prior written

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1271
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

consent of LANDLORD, and shall abide by all terms of said consent.

7. IMPROVEMENTS AND STRUCTURES. During the term of this agreement, TENANT may construct and place such improvements and structures upon the leased property, but not upon the licensed property, as are necessary for the use of the leased property pursuant to this agreement. TENANT may place mobile structures allowed by applicable laws, regulations, ordinances, and resolutions of the State of California and the County of Yolo, for office facilities only, and not for residential facilities, and only so long as said facilities are not permanently affixed to the real property.

All such improvements placed shall be subject to the applicable general plan, specific plan, and Yolo County zoning ordinances, and this agreement shall not be construed as rendering them inapplicable in any way. TENANT agrees, at his expense, to apply for and prior to construction to receive approval of any discretionary land use permit required by the ordinances or resolutions of the County of Yolo in effect at the time of application, and further agrees to abide by all conditions imposed by the Yolo County Planning Commission on any such land use approval.

TENANT agrees that all improvements shall be installed in conformity with the applicable building, plumbing, electrical, mechanical or other applicable building standards codes, and also in conformity with all federal, state, and County ordinances, rules, and regulations governing structures located in or around airports.

Improvements in structures affixed to the leased property shall

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

become a part of the reality and shall remain as LANDLORD's property after termination of the lease or any extension thereof; provided, however, that TENANT may, prior to the termination of the lease or its extension, remove any improvement at his sole expense, and agrees in said event that TENANT will restore the premises to their original condition and shall reimburse LANDLORD for any damages caused by removal of improvements.

8. REPAIRS. TENANT shall, at his own cost, keep and maintain the subject premises and appurtenances, and every part thereof saving only public airport facilities, in good and sanitary order, condition, and repair, at least as good as existing at the date of execution hereof, normal wear and tear excepted. TENANT hereby waives all right to make repairs at the expense of LANDLORD as provided in Section 1942 of the California Code of Civil Procedure, and further waives all rights provided by Section 1941 of said Code. TENANT's obligation to maintain pursuant to this agreement shall commence upon execution of this agreement.

9. UTILITIES. Lessee shall pay all costs for any and all utilities, expressly including telephone, electricity, and any other utility installed on said premises, and shall exclusively pay the installation costs for said utilities. TENANT shall have the right, subject to the prior written consent of LANDLORD, to contract for the installation of any utility on the subject property. LANDLORD shall accrue no liability whatsoever to reimburse TENANT for the cost of installation or operation of any of the aforesaid utilities.

10. SUBLETTING AND ASSIGNMENT. Neither the lease, the license, nor this

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

agreement, nor any part thereof, shall be assigned nor shall it nor any part of it be sublet to any person, firm, or corporation without the express written consent of LANDLORD first had and obtained.

TENANT acknowledges that his personal expertise in the conduct of sport parachuting operations is a material inducement to LANDLORD, and a material aspect of this agreement; hence, the parties mutually agree that this clause shall be strictly construed.

11. NON-WARRANTY OF FITNESS FOR USE. TENANT acknowledges and agrees that LANDLORD has made and makes no warranty of any kind regarding the fitness of the subject property for the use intended by TENANT, and further agrees that it is TENANT's responsibility to make the subject property usable and safe for the intended use, and to maintain it in such condition. Therefore, TENANT agrees to make such inspections of the property as are necessary to insure its safety for use as a drop zone, to cease parachuting operations in the event that it is unsafe, and to make such necessary repairs as to render the property safe, subject to the non-exclusive nature of the license to use said property.

In the event of a conflict between TENANT and any other user of the licensed property, TENANT agrees to submit the dispute to the County Administrative Officer for resolution, and to abide by said resolution provided that the resolution is consistent with TENANT's rights under this agreement.

12. NON-LIABILITY OF LANDLORD FOR DAMAGES. This agreement is entered upon the express condition and material covenant that LANDLORD, its officers, employees, and agents are to be free from any and all

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

liability and/or claim for damages arising out of actions or conduct of TENANT, its agents, servants, employees, and invitees, during the term of this agreement or any extension hereof or tenancy hereunder. To effectuate and provide security for this condition and covenant, TENANT further agrees as follows:

A. Save Harmless. TENANT covenants and agrees to indemnify, to defend, and to save harmless LANDLORD from any and all liability, loss, cost, and/or obligations on account of or arising from any injury, accident, or loss incurred as a result of TENANT's operations pursuant to this agreement, however occurring.

B. Insurance. During the term of this agreement, or any extension hereof, TENANT shall, at its sole expense, maintain in full force and effect a policy or policies of public liability insurance expressly naming LANDLORD as a co-insured against liabilities for injuries to persons and property and for death of persons arising from any accident, injury, or damage occurring in, on, or about the subject property, or any portion thereof.

Each such policy shall be subject to approval by LANDLORD as to form and insurer.

The limits of liability under said insurance shall not be less than $1 million property damage, $500,000 per person personal injury or death.

The parties acknowledge and agree that such insurance is not available for injuries occurring during parachute drops

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

between the time of exit from the aircraft to landing; the parties agree, therefore, that this insurance clause shall not require TENANT to provide insurance for liability occurring during said parachute drops; provided, however, that TENANT agrees that in the event such insurance does become available, he will obtain it.

C. Assumption of Risk Agreement. TENANT agrees to require all sport parachutists to sign the Assumption of Risk Agreement attached as Exhibit "D" and to use said agreements as set forth in Paragraph 6-D hereinabove.

D. Defense Fund. As security for TENANT's covenant to defend the County, TENANT agrees to establish and maintain a fund of no less than $10,000 to be used for costs of defense of any suit naming the County or any of its officers, employees, or agents, as defendants and seeking damages for any loss occurring as a consequence of TENANT's operations of a sport parachuting facility on the subject property. Said fund shall be subject to the terms and conditions of the guarantee agreement attached hereto as Exhibit "E", and incorporated herein by this reference.

E. TENANT covenants to notify LANDLORD of any and all claims or actions filed against TENANT, arising out of the conduct by TENANT of the activities which are the subject of this agreement, said notification to occur within a reasonable time after notification to TENANT but not to exceed seven (7) days. If LANDLORD or any of its officers, employees, or agents are

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

named in said suit, or there is a reasonably foreseeable probability that they will be named, TENANT agrees further to engage in discussion with attorneys for LANDLORD and to cooperate in designing a defense and taking all steps necessary to defend LANDLORD.

13. POSSESSORY INTEREST AND PROPERTY TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

14. ENTRY BY OWNER. TENANT shall permit LANDLORD and LANDLORD's officers, employees, agents, and assignees, at all reasonable times, to enter the subject property, and to use the roads established on the premises now or in the future, for the purposes of inspection.

15. CONDITIONS AND COVENANTS. The parties mutually agree that each material term of this agreement is and shall be construed as, both a condition and a covenant.

16. SUBORDINATION. This agreement shall be subordinate to the provisions of any existing or future agreements between LANDLORD and the United States of America or the State of California (or any agency thereof) relative to the use, operation, or maintenance of the Yolo County Airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for the development of the Yolo County Airport, and this agreement shall be amended as necessary to conform to any such requirement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1271
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

In addition, this agreement shall be subordinate to the requirements of the United States or the State of California (or any agency thereof) relative to the statutes, rules, and regulations, expressly including requirements in the original grant deed from the United States to the County of Yolo of the Yolo County Airport, regulating the use of the Airport and this agreement shall be amended as necessary to conform to any such requirement.

17. BINDING ON SUCCESSORS. This agreement and all its covenants and conditions shall apply to and be binding upon the heirs, successors, executors, administrators, and assigns of TENANT.

TENANT agrees further that, in the event he incorporates a business entity to conduct the operations which are the subject of this agreement, prior to the effective date of the corporate form, TENANT will amend this agreement and the defense fund agreement, as well as all forms used in TENANT's operation, to reflect the corporate format.

18. CONDITION PRECEDENT. An express condition precedent to this agreement and all obligations contained herein is the final approval of all discretionary entitlements necessary to enable this lease to be entered, expressly including the filing of a final subdivision map, a Government Code Section 65402 report to the Board of Supervisors, and any use permits necessary for the uses proposed by TENANT.

19. NOTICES. All notices from LANDLORD to TENANT or TENANT to LANDLORD shall be in writing, either personally served or delivered by United States Mail, postage prepaid, addressed as follows:

County of Yolo

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

Yolo County Airport Director
County Courthouse
725 Court Street
Woodland, CA 95695

Parachutes Plus
c/o George Morar
800 Adams Street, #20
Davis, CA 95616

Service of any notice pursuant to this agreement shall be deemed complete upon deposit of said notice in the United States mail as stated above, and time shall commence upon the date of deposit.

20. ADDITIONAL PROVISIONS.

A. Time is of the essence of this agreement.

B. Neither the title nor the headings to the paragraphs of this agreement are a part of this agreement, and shall have no effect on the construction of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California, LANDLORD

By: Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETER McNAMEE, CLERK

By: Kate E. Swan
Deputy

(SEAL)

PARACHUTES PLUS, TENANT

By: George Morar
GEORGE MORAR, GENERAL PARTNER
4/12/79

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

GUARANTEE

Guarantee is given hereby by Parachutes Plus to the County of Yolo, its officers, employees, agents, expressly including its insurance carrier, in order to induce the County to enter an agreement with Parachutes Plus allowing the use of property on the Yolo County Airport by Parachutes Plus as a sport parachuting drop zone. By said guarantee, the County has agreed to waive the requirement of personal injury liability insurance naming the County as a co-insured for liability arising from actual jumping activities, although not waiving liability insurance for all other activities to be conducted by Parachutes Plus.

The purpose of this guarantee is to provide a fund in the minimum amount of $10,000 to guarantee payment of costs of defense of any suit arising from conduct by Parachutes Plus of its sport parachuting activities which names or reasonably can be foreseen to name the County or any of its officers, employees, agents, or its insurance carrier, as a defendant.

For this purpose, Parachutes Plus and George Morar, hereby guarantee to the County of Yolo the establishment and maintenance of an account in an amount no less than $10,000 to be held in the Travis Federal Credit Union, in Account No. 61085. The terms of this guarantee shall be the terms of release of funds from said account.

Parachutes Plus and George Morar guarantee that the funds held in said account shall not be reduced below the amount of $10,000, so long as Parachutes Plus continues in an agreement with the County enabling the operation of a sport parachute jump zone on County property. Claims against said account may be made on behalf of the attorney for the County of Yolo, or any of its officers, employees, or agents who are named or reasonably can

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

be foreseen to be named as defendant in any suit alleging damages arising out of the conduct by Parachutes Plus of a drop zone on the Yolo County Airport. Said claims shall be submitted by the County Administrative Officer to the Travis Credit Union, and the Credit Union will forthwith honor said claims and send a warrant payable to the County of Yolo in the amount of said claim.

The County Administrative Officer shall notify George Morar of a claim against said fund, and when the claim is honored, George Morar and Parachutes Plus guarantee deposit of additional funds in said account so that that aggregate balance of the account is not reduced below the sum of $10,000.

No claim shall be honored from said fund if said claim is covered by George Morar's or Parachutes Plus' public liability insurance.

Executed this 12th day of APRIL, 1979, at WOODLAND, California.

GUARANTOR

By: George Morar

GEORGE MORAR, individually and for Parachutes Plus

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8172

EXHIBIT "A"

A parcel of land for lease purposes at the County Airport facilities, Yolo International Airport, being a portion of Section 3, Township 8 North, Range 1 East, M.D.B. & M., said parcel being more fully described as follows:

Commencing at the Brass Cap Bas-Monument located at the South end of Main Runway, thence East 556; thence North 1090 M.L. to a point located on the East edge of the North & South Taxi Strip and on the South edge of a Taxi Strip running East and West. Said point of beginning is also located N89°57'01"E 1076' and S.0°11'11"W 720 from the North West corner of Section 3 Township 8 North, Range 1 East M.D.B. & M., thence from point of beginning S89°48'49"E 373; thence N.0 11'11"E. 240'. thence N89°48'49"W. 132', thence N.0°11'11"B., 278', thence N89°48'49"W., 240' M.L., to the East edge of the North and South Taxi Strip. Thence S.0°11'11" W. 517 M.L. to P.O.B.

EXHIBIT "A"

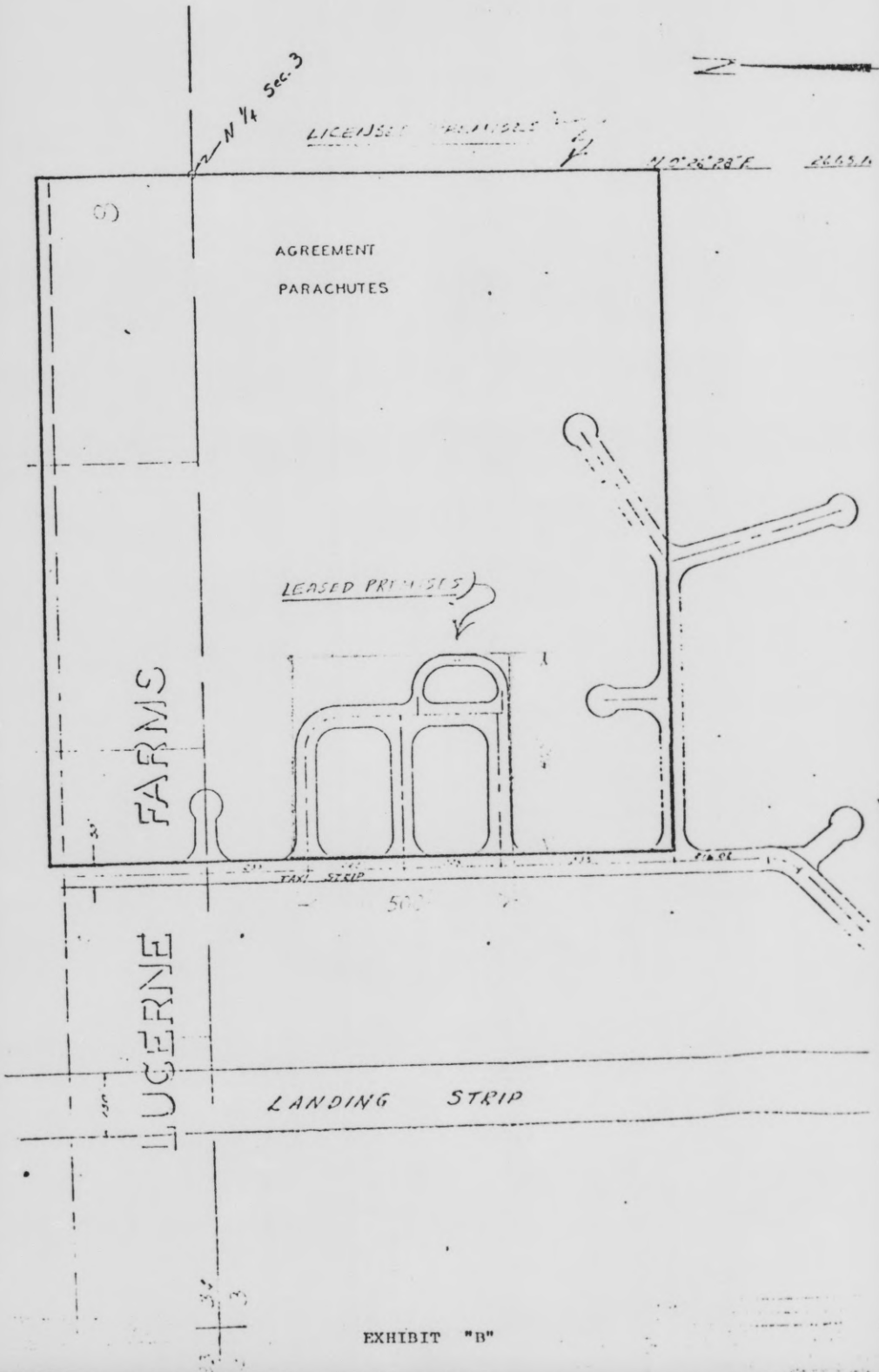

N 1/4 Sec. 3
AGREEMENT
PARACHUTES
LEASED PREMISES
FARMS
TAXI STRIP
LUCERNE
LANDING STRIP

EXHIBIT "B"

RULES FOR YOLO DROP ZONE

Yolo D.Z. has enjoyed a good relationship with its neighbors and will continue to do so with your help. Usually when things go wrong, we make a change and solve the problem. As a result, here are some general courtesies and a few specific rules that we go by here.

If you land off the airfield (DZ), don't walk out through rows of crops in a diagonal path. Instead, walk down the row to the fence, then walk down the fence to a gate or corner. If you have to climb a fence to get out, please be sure to tell us so we can make it good with the owner.

Please don't plan exit or opening points over houses or other buildings--there's enough room to move it a little one way or another.

All jump runs are made from NORTH to SOUTH to avoid landing in the industrial area at the north end of the airport. In addition to not landing in the northern, industrial part of the airport, DO NOT land on the runway or the taxiways under any circumstances except for an uncontrollable emergency. Even in such an emergency, please do your best to land on grassy areas between and on either side of the runway and taxiways.

To be specific, the acceptable landing area is east of the training and packing area. Please do not land west of this area.

ALSO:

NO alcoholic beverages, pot or drugs will be tolerated during jumping or on the DZ at any time.

Steerable reserves which are in date are required (they'll be spot checked.)

Financial responsibility, i.e. insurance, is required of every jumper. You must either belong to USPA or carry insurance which is monetarily equivalent.

Canopies are to open by 2,000 feet or higher.

Semi-rigid or rigid helmets must be worn by all jumpers. We can't afford statistics generated by individuals who insist on doing "their thing" at the expense of others.

Because the DZ is a public place, please help us keep it clean by picking up your trash and putting it into the trash cans.

Thanks, and have a good time here at Yolo D.Z.!

PARACHUTES PLUS

AGREEMENT

In consideration of PARACHUTES PLUS, hereinafter referred to as "Corporation" allowing _____, hereinafter referred to as "Participant," to utilize the facilities and participate in the skydiving, parachuting, aviation and other activities of Corporation, it is agreed that:

1. ASSUMPTION OF RISK. The participant knows and understands the scope, nature, and extent of the risks involved in those activities contemplated by this Agreement and voluntarily and freely chooses to incur such risks.

NOTE: THE FOLLOWING PARAGRAPHS 2A THROUGH 5 (left column) AND 2B THROUGH 2C (right column) ARE MUTUALLY EXCLUSIVE. STRIKE THE INAPPROPRIATE COLUMN OF THESE PARAGRAPHS.

2A. EXEMPTION FROM LIABILITY

The Participant exempts and releases the Corporation, its owners, officers, agents, servants, employees, and lessors and the property owner, its officers, agents, servants and employees from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to the Participant or the Participant's property while upon the premises or aircraft of the Corporation or while participating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence of the Corporation, its officers, agents, servants, employees or lessors, or from some other cause.

3. COVENANT NOT TO SUE

The Participant agrees never to institute any suit or action at law or otherwise against the Corporation, its owners, officers, agents, employees, servants or lessors or against the property owner, its officers, agents, servants, or employees nor to initiate or to assist in any prosecution

2B. ALTERNATIVE PROVISION

In consideration of the deletion of the provisions, 2A, 3, 4 and 5 herein regarding EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS, and CONTINUATION OF OBLIGATIONS, the Participant has paid the additional sum of $100.00 upon execution of this Agreement, receipt of which is hereby acknowledged by the Corporation.

2C. It is understood that acceptance of the ALTERNATIVE PROVISION above does not constitute a contract of insurance, but only waives Corporation's contractual defenses which would otherwise be available.

_____
(Signature)

EXHIBIT "D"

of any claim for damages or cause of action which the Participant, the Participant's heirs, executors or administrators hereafter may have by reason of injury to the person of the Participant or to the Participant's property arising from the activities contemplated by this Agreement.

4. INDEMNITY AGAINST THIRD PARTY CLAIMS

The Participant will indemnify, save and hold harmless the Corporation, its owners, officers, agents, servants, employees and lessors and the property owner, its officers, agents, servants and employees from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by this Agreement.

5. CONTINUATION OF OBLIGATIONS

The Participant agrees and acknowledges that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which the Participant participates, either directly or indirectly in the activities of the Corporation and shall be binding upon the heirs, executors and administrators of said Participant or his estate.

PARTICIPANT HEREBY acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely chosen between acceptance of the provisions of the foregoing paragraphs relating to EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUATION OF OBLIGATIONS and that relating to the ALTERNATIVE PROVISION as indicated by striking and initialing the provision or provisions not agreed to:

_____

(Signature)

REPRESENTATIONS AND WARRANTIES:

The Participant represents and warrants that he or she has no physical infirmity, except those listed below, is not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and has never been treated for any of the following: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure.

_____

(List infirmities. If none, state "none.")

IN WITNESS WHEREOF the parties have affixed their signatures this _____day of _____, 197

By:_____
PARACHUTES PLUS

_____
Participant

Age:_____

Address:_____

Telephone:_____

Person to notify in case of accident:

_____ _____
WITNESS

_____

_____

PARACHUTES PLUS FIRST JUMP TRAINING OUTLINE

1979

NOTE: Parachutes Plus has as its goal, in training first jump students, that all students will learn everything necessary to make one safe jump. It is not our intention to dwell on or teach anything that would not contribute to the safety of a student's first jump. On the other hand, Parachutes Plus does intend that each and every student clearly understands her/his training and proceedures so that s/he is able to assume full responsibility for her/himself as a sport parachutist.

A. Lecture/Demonstration by Instructor

I. Introduction of students to sport parachuting
- a) Equipment required
- b) Governing agencies involved
  - i. Federal Aviation Administration
  - ii. California Division of Aeronautics
- c) Automatic safety devices employed
- d) Equipment deployment sequence
- e) Possibility of equipment malfunction
- f) Potential for injury
- g) Waiver requirement

II. Preliminary Instructions, Explanations, Requirements
(Instructor puts on equipment at this point)
- a) Explanation of what will be required of student
  - i. Student must be able to answer pertinent questions instinctive
- b) Explanation/demonstration of correct way to approach aircraft(AC
- c) Inform students of the requirement for a personal safety check prior to entering the AC.
- d) Explanation/demonstration of safety proceedures in AC

III. Instruction concerning riding in the AC
(Instructor gets in the AC, demonstrates)
- a) Explanation/demonstration of determination of the exit point
- b) Explanation/demonstration of what to do if the emergency pilot chute goes out the door
- c) Inform students where they will land
- d) Explanation/demonstration of how to get out of the AC
- e) Explanation/demonstration of proper way to jump from AC
  - i. Stress jumping <u>feet first</u>

IV. AC exit and jump proceedures
(Instructor performs a demonstration exit for each section)
- a) Explanation/demonstration of proper body position
  - i. stress purpose and importance of position
- b) Explanation/demonstration of proceedure for a total malfunction
  - i. explain control and operation of reserve parachute
- c) Explanation/demonstration of proceedure for a partial malfunctio
  - ii. stress selection of landing area

EXHIBIT "E"

d) Explanation/demonstration of proceedure for good parachute but twisted suspension lines
i. stress locating proper landing area
e) Explanation/demonstration of proceedure for good parachute
ii. stress idea that any parachute that doesn't appear good is bad

V. Instruction on proper canopy control techniques
a) Location of the drop zone area
b) Explanation of how to steer the canopy
c) Explanation of when apparent movement across the ground will occ
d) Explanation of how to determine wind direction
e) Explanation of how to assume "prepare to land" body position
f) Explanation of how to collapse and inflated canopy on the ground

VI. Unusual Landings
a) Explanation/demonstration of proper wind landing
i. wind limit for students is 8 mph
b) Explanation/demonstration of proceedure for tree landing
c) Explanation/demonstration of proceedure for water landing
i. stress special equipment used for water landing
d) Explanation of proceedure for power line landing
i. stress requirement to avoid power lines all together

VII. Student practice of AC exit and jump proceedures
a) Each student practices several exits and jumps
b) Each student demonstrates good canopy, partial and total malfunction proceedures
c) Each student is asked and required to answer pertinent questions

B. Active Instruction/Demonstration with Individual Student Involvement
I. Parachute Landing Fall (PLF)
a) Introduction/explanation/demonstration of importance of PLF
b) Students jump from platform, land standing
c) Students jump, land and are supported by instructor through PLF
d) Students jump, land, stop, and roll
e) Students jump and roll through PLF
f) Students practice and learn forward, backward and sideways PLFs
g) Instructor stresses:
i. that landing is the <u>most important</u> part of the jump
ii. that feet and knees <u>must</u> be kept together for landing

II. Cutaway Proceedures (jettisoning a bad canopy)
(Each student in turn is put into a hang trainer)
a) Student in harness locates equipment components
i. stress their new location when hanging
b) Student practices exit, body position, total malfunction
c) Student practices exit, body position, partial malfunction and actual cutaway

III. Administration of a written test
a) Explanation of each wrong answer
i. passing grade is 75% corrected to 100%

C. Preparation For Actual Jump
I. Suit up and prepare students for jump
a) Proper fit of all equipment checked
i. boots
ii. coveralls
iii. helmet
b) Goggles provided for students with contact lenses
c) Glasses retainer provided for students with prescription glasses
i. NO bifocals are to be worn

d) Parachutes put on and fitted
   i. Students questioned during fitting, especially as to emergency proceedures
e) Attach radio
   i. explain operation of radio
   ii. explain that radio might not work properly and that this mean student must not depend on it

II. At AC Prior To Take-Off (each student)
a) Practice exit and total malfunction proceedure
b) Practice exit with partial malfunction proceedure
c) Instructor or jumpmaster administers safety check of student's equipment
d) Students placed individually in AC
e) Static line of first jumper attached and checked

PARACHUTES PLUS RADIO PROCEEDURES

1) The jump aircraft pilot will contact Travis Radar Approach Control (RAPCON) immediately after take off.

2) The jump aircraft pilot will inform RAPCON of the jump plane's intention, i.e. the plane's jump altitude and heading and geographical location.

3) One minute before jumpers exit the aircraft, the pilot will inform Travis RAPCON and Yolo Drop Zone that the aircraft is on jump run, with one minute until the jump.

4) After the last jumper has departed the aircraft, the pilot will inform Travis RAPCON of this and will clear off their frequency.

5) After the jump aircraft has descended to traffic pattern altitude, the jump pilot will inform Yolo County Airport on frequency 122.9 that the jump aircraft is entering the traffic pattern.

Travis AFB Radar monitors the entire area's air space, and informs all aircraft in contact with Travis RAPCON of the relative positions of any other aircraft which are close enough to be of significance to each other. In this way, RAPCON notifies the jump aircraft of the relative positions of any significant traffic.

If it appears there may be any conflict, the jump aircraft is directed to abort its jump run and re-enter the jump pattern at a later time, after again notifying RAPCON.

END OF COURSE TEST

1. Always approach the jump aircraft from _____.

2. Who is responsible for your safety, basically, i.e. that all of your snaps are closed and that you have had an equipment check prior to entering the jump aircraft? _____

3. What is the first command in the aircraft that affects you?

_____

4. Where is the exit point with respect to the landing area?

_____

5. What is the most important thing about landing? _____

_____

6. When should you use your canopy releases (Capewells), i.e. cut-away?
   a. _____
   b. _____
   c. _____

7. Who will give you an equipment check? _____
   When? _____

8. What do you do when the jumpmaster says, "The door is coming open?" _____

9. How do you maintain stability after jumping from the aircraft step? _____

10. If your reserve pilot chute goes out the door when you are flying in the aircraft, what do you do? _____

_____

11. Write the three (3) exit commands. 1. _____
    2. _____
    3. _____

12. Write the count as you step free of the aircraft step.

    1. _____ 2. _____ 3. _____

    4. _____ Then state, 5. _____

    6. _____

13. Where is the ripcord handle when you are wearing the reserve parachute? _____

14. What is the wind line? _____

_____

15. If you want to make a right turn while under the canopy, which toggle will you pull? _____

16. What are the two (2) types of malfunction?

1. _____

2. _____

17. Shortly prior to ground contact (100 ft.), which direction should you be facing? _____

18. If you have a partial malfunction of the main canopy, what do you do? _____

19. How do you land in power lines? _____

20. If you were headed towards a grove of trees or a pond, what would you do? _____

21. Where are you going to land? _____

22. What are the five (5) points of body contact with the ground during a proper Parachute Landing Fall (PLF)?

1. _____ 2. _____

3. _____ 4. _____

5. _____

23. What is the best way to collapse an inflated canopy after landing? _____

24. Describe your "Prepare to Land" body position. _____

_____

25. At what point during the parachute jump are you the most apt to get injured if you neglect your training? _____

_____

26. All landings are made with _____ and _____ together.

27. Do you believe that you have received enough training to make a safe parachute jump? _____

28. If you were under two canopies and drifting towards the center of the landing area, what would you do? _____

_____

29. How do you treat your shadow during landing? _____

_____

30. If the right steering toggle is missing, how can you turn to the right? _____

_____

31. Do you understand the waiver you were asked to sign? If not, was it explained to you? _____

32. How do you steer the reserve parachute? _____

_____

33. How many hours of instruction in parachuting have you received? _____

_____

Signature

OCT 1 6 1979
PETER McNAMEE, Clerk
By Vickie Mayhorn Deputy

Bk. Agreement Bk.

RESOLUTION NO. 79-162

Agree #79-418 is Exhibit A to Res. 79-162

WHEREAS, the Yolo County Manpower Adminstration desires to offer a comprehensive program of manpower services in Yolo County; and

WHEREAS, the Comprehensive Employment and Training Act Amendments of 1978 requires the existence of a private industry council;

NOW, THEREFORE, BE IT RESOLVED by the Yolo County Board of Supervisors as Prime Sponsor of the Yolo County Comprehensive Employment and Training program that the Private Industry Council be established as follows:

1. Creation of the Advisory Council.

This Resolution creates a council known as the Private Industry Council (herein referred to as the PIC).

2. Authority and Responsibility.

The Private Industry Council shall have the following authority and responsibility:

A. General:

i. To serve as an intermediary to assist the local employment and training structure to become more responsive to the business community.

ii. To serve as the business and industry contact point in the local employment and training system, to present the private sector's view and recommendations for making programs more responsive to local employment needs.

iii. To advise and provide direction to the local employment training system on ways to increase private sector job placements for persons eligible under Title VII of CETA.

B. Planning and Coordination:

i. In conjunction with the prime sponsor, to design and develop the Title VII program and subpart to the prime sponsors Annual Plan.

ii. In designing the plan listed in B(i) above, and on a continuing basis, to analyze private sector job opportunities, including estimates by occupation, industry, and location.

C. Review and Assessment:

To participate with the prime sponsor in overseeing activities under Title VII of CETA. This participation is subject to the prime sponsor's ultimate responsibility for the conduct of activites and funds expended.

D. The Private Industry Council shall have the authority specified in the Memorandum of Understanding listed as Attachment "A" to this Resolution, and made a part hereof.

3. Membership

Membership shall consist of not less than eight (8) rotating members appointed by the Board of Supervisors as the Governing Body of the Prime Sponsor, plus one permanent member.

A. Rotating Members

i. Business and Industry Members

(a) A Majority of the PIC members shall be representatives of private industry and business.

(b) Where possible, at least half of the industry and business representatives shall be from small business. Small business is defined as any private for profit enterprise employing five hundred or fewer employees.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

(c) Minority business enterprise shall be represented on the PIC, at least consistent with their representation in the business community.

ii. Other Required Members

The PIC membership shall also include a representative from each of the following:

(a) Organized labor.

(b) Community based organizations

(c) Educational agencies or institutions.

iii. Other Members

One other member may be appointed from among participants eligible under 20 CFR 675.5-7.

B. Permanent Member

The Chairperson of the Manpower Advisory and Planning Council, or a designee, shall be a permanent member of the PIC with full voting powers. The Manpower Advisory and Planning Council shall be responsible for advising the Clerk of the Board of Supervisors in writing of the name of its representative.

4. Membership: Terms.

A. Length: The term of membership shall be for three (3) years. No member may serve more than two (2) consecutive full terms without at least a one (1) year break in service before becoming eligible for reappointment.

B. Initial Terms: Initial terms shall commence on February 1, 1980. Thereafter, all terms shall commence on February 1 and end on January 31. Length of terms for the initial appointees shall be for a period of one (1) year for three (3) of the members, two (2) years for three (3) of the members, and three (3) years for two (2) of the members. Members shall draw lots to determine the length of their initial term. One and two year terms shall not be counted as one of the two consecutive full terms in 4.A above.

C. Vacancies:

i. Persons appointed to fill a vacancy will serve for the remainder of the current term of the member being replaced and may then be reappointed for two (2) full additional terms.

ii. A vacancy shall exist if any person ceases to possess the qualifications for which the appointment is made.

D. Resignations:

Resignations shall be accomplished by letter or written documentation from the member of the PIC and shall be submitted to the Clerk of the Board of Supervisors.

5. Membership: Organization

There shall be a Chairperson and a Vice-Chairperson of the PIC, as well as such other officers as the PIC may deem necessary. All officers, with the exception of the Secretary, shall be elected by members of the PIC from among their number. Any vacancy in any office, with the exception of the Secretary, shall be filled by election for the unexpired portion of the term of office.

6. Membership: Quorum.

A majority of the currently appointed members of the PIC shall constitute a quorum for the transaction of business by the PIC.

7. Staff.

The PIC will receive professional, technical, and clerical staff support from the Prime Sponsor staff. The Manpower Administrator of the Prime Sponsor or a designee will act as County Liaison to the PIC and will also serve as Secretary to the PIC.

8. Meetings.

The frequency of meetings will be determined by the Chairperson of the PIC, but the PIC shall meet at least once every six months. Special meetings may be called by the Chairperson, or in the absence of the Chairperson, by

the Vice-Chairperson, or by any two (2) members upon giving each member not less than twenty-four (24) hours' notice by mail.

9. Conflict of Interest.

No member of the PIC shall cast a vote on any matter under deliberation by the Council which has direct bearing on services to be provided by that member or any organization with which that member is associated.

10. Absences.

Any member of the PIC who is absent from any three consecutive regular meetings of the PIC within one year shall vacate his or her membership on the Council upon a determination by the Governing Body, after recommendation from the PIC, that such absence was not for due cause.

11. Subcommittees.

The PIC may appoint subcommittees as it deems necessary to facilitate its over-all decision-making and recommendation process.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 16th day of October, 1979, by the following vote:

AYES: Black, Thompson, Edmonds, Marchand.

NOES: None.

ABSENT: DeMars.

Bob L. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE

BY Peter E. Lucas
Deputy
(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

COUNTY OF YOLO

Woodland, California 95695

OFFICE OF COUNTY ADMINISTRATOR
Manpower Division • 500 First Street

AGREEMENT NO. 79-418

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Yolo County Board of Supervisors, as CETA Prime Sponsor and Governing Board of the Yolo County Manpower Administration, and the Private Industry Council.

This purpose of the memorandum of understanding is to delineate the responsibilities of both parties with regard to activities conducted under Title VII of the Comprehensive Employment and Training Act. This agreement has been developed subject to Part 679 of the CETA Regulations. This memorandum of understanding may be modified at any time by the mutual agreement of both parties. It will remain in effect until a cancellation is mutually agreed to.

Both parties agree to the concept of mutual consent as described in the following paragraphs:

1. In consideration of the Prime Sponsor's ultimate liability for all activities conducted under Title VII of CETA, the Board of Supervisors shall have final approval authority in the design and development of Title VII Programs, all funding and contracts under Title VII, the administration and operation of private sector employment and training programs under Title VII, and the review and assessment of activities supported under Title VII.

2. In consideration of the Private Industry Council's mandate to assist the local employment and training structure in becoming more responsive to the business community and to provide direction to the local employment and training system on ways to increase private sector job placements for CETA participants under Title VII, the Board of Supervisors shall not approve any matter affecting the design and development of Title VII programs, or initial funding or the letting of contracts under Title VII, unless these matters have been reviewed and previously approved by the PIC.

Charles F. McKnight

Chairman
Private Industry Council

Betsy A. Marchand

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

Attachment A

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 REV. 7-72

Yolo County
Agreement No. 79-163

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SVCS.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 14th day of March, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	7900 4899, Am. 1

hereinafter called CSOEO, and YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, basis for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 1

THIS AGREEMENT entered into on February 15, 1979, referencing the Emergency Energy Assistance Program (EEAP), is hereby amended as follows:

1. Both March 15, 1979 dates in Paragraph 11.a are changed to May 31, 1979.

Micro Fiched

2. Paragraph 11.b dates are changed as follows:

First sentence: March 15, 1979 is changed to May 31, 1979
First sentence: April 15, 1979 is changed to June 15, 1979
Second sentence: June 30, 1979 is changed to June 15, 1979
Third sentence: July 15, 1979 is changed to June 30, 1979

3. Paragraph 11.e dates are changed as follows:

June 30, 1979 is changed to June 15, 1979
July 15, 1979 is changed to June 30, 1979

Approved as to Form
Date .....
By .....
County Counsel of Yolo County

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CORPORATION OR OTHER THAN AN INDIVIDUAL: STATE WHETHER A CORPORATION County of Yolo for YOEC of Yolo County, Inc.
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷ Betsy D. Marchiando
TITLE Director - CSOEO	TITLE Chairperson, Yolo County Board of Supervisors
(CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS P. O. Box 1098, Woodland, CA 95695

Department of General Services Use ONLY

$	APPROPRIATION			FUND
$ UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$ AMT. ENCUMBERED BY THIS DOCUMENT	FUNCTION			
$ AMT. REMAINING UNENCUMBERED	LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE		

Approved
SIGNATURE OF OFFICER ACTING ON BEHALF OF THE AGENCY
▷
DATE

FILED

JUN 19 1980

PETER McNAMEE, Clerk
By [signature] DEPUTY

Local Agency Yolo County
Date March 7, 1979
Supplement No. 6 Rev. 2
To Local Agency-State
Agreement No. 1

AGREEMENT NO. 79-164

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

Micro Fished

County of Yolo
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on 3-24-75, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 75-32 approved by the ~~City~~ ~~Council~~/County Board of Supervisors on March 24, 1975 (See copy attached).

I hereby certify that sufficient unencumbered funds are available for this encumbrance.

[signature] Accounting Officer

Chapter-Statutes	Item	Fiscal Year	Program Code	Category	Fund Source	$ 5000.00
32	1976 (2057A)	1977-78	HC8	220	HF220	

* Supervisors Agree 1 Supp 6 executed 6-26-79 = Supp 6 Increased Fed. Share

County of Yolo
Local Agency

By [signature]
Chairman of the Board of Supervisors, County of Yolo
State of California

Attest: Peter McNamee
Clerk

By [signature] Deputy

Approved for State

for E. T. Galligan
District Director of Transportation

5-3-79
Date

District 03
Department of Transportation

Approved as to Form
Dated _____
County Counsel of Yolo County

Form DH-OLA-431 (Rev. 3/78)

EXHIBIT B

PROGRAM

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

Date: March 7, 1979

PROGRAM SUPPLEMENT NO.: 6 Rev. 2
TO MASTER AGREEMENT NO. 1

Local Agency: Yolo County

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
PMS-000S(129)	In the County of Yolo at various locations. Place pavement markers to conform to 1971 MUTCD.	$67,000	$67,000	None
PMS-000S(32)	Preliminary Engineering	$ 5,000	$ 5,000	None
	"Revised to provide P.E. costs, as indicated above."			

Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. The County will act as the Administrator for the project.
2. Local agency funds will be used for costs in excess of the "Maximum Federal Funds Available" for this project.
3. Initial pavement marking work is to be completed by October 1, 1978.
4. This Program Supplement supersedes No. 6 Revised, dated January 26, 1978.

DH-OLA 431

Agreement No. 79-165

RECEIVED
MAY 2 31979
PETER McNAMEE, Clerk
By _____ Deputy

03-Yol-84 21.3/21.5

03356 - 214501

15th Street and Jefferson Blvd., West Sacramento

District Agreement No. 1200

THIS AGREEMENT, ENTERED INTO ON April 17, , 1979 IS BETWEEN

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California, referred to herein as "COUNTY"

FILED
MAY 2 3 1979
PETER McNAMEE, Clerk
By Barbara A Rodgers
Deputy

AND

STATE OF CALIFORNIA acting by and through its Department of Transportation, referred to herein as "STATE"

RECITALS

(1) STATE and COUNTY contemplate installing traffic control signal system and safety lighting at the intersection of 15th Street with State Highway Route 84 (Jefferson Boulevard), referred to herein as "PROJECT", and desire to specify the terms and conditions under which such systems are to be installed, financed and maintained.

SECTION I

STATE AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear STATE's share of the expense thereof.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 50% of construction costs; but in no event shall STATE's total obligation for construction costs under this agreement exceed the amount of $38,000; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) To maintain and operate the entire traffic control signal systems and safety lighting as installed and pay an amount equal to 50% of the total costs.

SECTION II

COUNTY AGREES:

(1) To make payment to STATE prior to award of a construction contract for PROJECT, the amount of $45,000, which figure represents COUNTY's estimated share of the expense of preparation of plans and specifications, construction engineering, and construction costs required to complete PROJECT. In no event shall COUNTY's total obligation for said costs under this contract exceed the amount of $50,000; provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount.

(2) COUNTY's share of the construction costs shall be an amount equal to 50% of the actual cost, as determined after completion of work and upon final accounting of costs.

(3) COUNTY's share of the expense of preparing plans and specifications, shall be an amount equal to 15% of COUNTY's share of the actual final construction cost.

(4) COUNTY's share of the expense of construction engineering shall be an amount equal to 18% of COUNTY's share of the actual final construction cost.

(5) To reimburse STATE for COUNTY's proportionate share of the cost of maintenance and operation of said traffic control signal systems and safety lighting, such share to be an amount equal to 50% of the total cost.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this Agreement are subject to the allocation of funds by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of COUNTY's payment required in Section II(1).

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

(4) Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement.

(5) Should any portion of the PROJECT be financed with federal funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) If upon opening of bids, it is found that COUNTY's payment required in Section II(1) is in excess of the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs, the balance remaining shall be promptly refunded by STATE to COUNTY. If, however, the cost of the work exceeds the amount of payment by COUNTY, COUNTY will promptly, upon receipt of claim therefor, pay its portion of the amount of said excess to STATE. If the excess in either case is less than one thousand dollars ($1,000), no refund or demand for additional payment will be made until final accounting.

(7) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate, STATE may award the contract.

(8) If, upon opening of bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and COUNTY shall endeavor to agree upon an alternative course of action.

(9) Prior to advertising for bids for the PROJECT, COUNTY may terminate this agreement in writing, provided that COUNTY pays STATE for all costs incurred by STATE.

(10) If termination of this agreement is by mutual agreement, STATE will bear 50% and COUNTY will bear 50% of all costs incurred prior to termination.

(11) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will be vested in the STATE and no further agreement will be necessary to transfer ownership to the STATE.

(12) If existing public and private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their removal or relocation. STATE will inspect the removal or relocation of such utilities. If there are no existing provisions for removal or relocation of utilities between COUNTY and/or STATE and the owners of the utilities, STATE and COUNTY will share in the cost of removal or relocation in the amount of 50% STATE and 50% COUNTY.

(13) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures. However, STATE's share is accounted for in a statewide account and is not shown separately on each project's cost breakdown.

STATE OF CALIFORNIA
Department of Transportation

ADRIANA GIANTURCO
Director of Transportation

By _____
District Director

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: Peter McNamee, Clerk,
Clerk of the Board of
Supervisors

By _____, Deputy

Approved as to Form
Dated 4/16/79

_____
County Counsel of Yolo County

FILED

APR 17 1979

PETER McNAMEE, Clerk
By _____ DEPUTY

D

Item 15

RESOLUTION NO 79-53

(15th. Street/Jefferson Blvd. Agreement-Signals)

WHEREAS, The State of California, Department of Transportation has presented a cooperative agreement covering the installation of traffic signals at 15th. Street and Jefferson Blvd. (S.H. 84) in West Sacramento; and

WHEREAS, funds have been approved in the 1978/79 budget for the Countys share of this project; and

WHEREAS, the completion of this project will improve the safety and capacity at this intersection and will be in the public interst.

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board of Supervisors be authorized to execute said cooperative agreement on behalf of the County of Yolo.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 17th day of April, 1979, by the following vote:

AYES: Black, DeMars, Thompson, Edmonds, Marchand.

NOES: None.

ABSENT: None.

Bobby C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____ Deputy
(Seal)

APPROVED AS TO FORM:

BY _____, Dep.
County Counsel

BK

FILED

APR 30 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-166

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 1979, by and between

GRANITE CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

Micro Fiched

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the A.C. overlay of portions of various County Roads and Streets

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Omnibus Contract No. 14

(Plan Index No. NA) (WO #4313

Approved March 2, 1982 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of the Notice to Proceed and for its completion to be within thirty (30) working days next after the date of the Notice to Proceed; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to alternate "A" of the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity		Unit Figures (In Figures)	Total Price (In Figures)
	PAGE BID				
1	Adjust storm drain Manholes.	2	Ea.	215.00	430.00
2	Asphaltic Emulsion (SS-1)	36	Tons	210.00	7,560.00
3	Paving Asphalt	407	Tons	85.00	34,595.00
4	Aggregate (Type 1-C, A.C.)	7733	Tons	13.90	107,488.70
	TOTAL				150,073.70

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel)

APR 30 1979

COUNTY OF YOLO

BY Betsy A. Marchand
Chairman of the Board of Supervisors

Micro Fiched

ATTEST:

PETER McNAMEE, CLERK

By _____, Deputy

GRANITE CONSTRUCTION COMPANY

BY _____

H. B. Scott, President

Post Office Box 900

Watsonville, CA 95076
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 89.

BOND NO. 8077-38-04

Premium: $561

FILED

MAY - 2 1979

PETER McNAMEE, Clerk

By Debra E. Cooley Deputy

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, GRANITE CONSTRUCTION COMPANY, Principal, and PACIFIC INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of One Hundred Fifty Thousand, Seventy-Three and 70/100 DOLLARS (150,073.70), (Not less than 100% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Micro Fiched

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

Omnibus Contract No. 14

(Plan Index No. NA) Work Order No. 4313

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 20th day of April, 1979.

GRANITE CONSTRUCTION COMPANY

WITNESS: By:

Micro Fiched

H. B. Scott, President
"Principal"

Approved as to form:

PACIFIC INDEMNITY COMPANY
"Surety"

By:

Attorney-in-fact
Fern Stroh, Attorney-in-Fact
cr. 5-2-79 dc

STATE OF CALIFORNIA
County of Santa Cruz

On the 20th day of April in the year One Thousand Nine Hundred and seventy-nine, before me Luis Fernandez, a Notary Public in and for the County of Santa Cruz, personally appeared FERN STROH known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Pacific Indemnity Company and acknowledged to me that he subscribed the name of the Pacific Indemnity Company thereto, as principal and his own name as Attorney-in-fact.

Notary Public in and for the

County of

Santa Cruz
State of California
My Commission Expires
January 26, 1981

OFFICIAL SEAL
LUIS FERNANDEZ

(Seal)

BOND NO. 8077-38-04
Premium Included In
Performance Bond

FILED
MAY - 2 1979
PETER McNAMEE, Clerk
By Deputy

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, GRANITE CONSTRUCTION COMPANY, as Principal, and PACIFIC INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of Seventy-Five Thousand, Thirty-Six and 85/100 DOLLARS ($75,036.85) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Micro Fiched

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

Omnibus Contract No. 14

(Plan Index No. NA) W.O. # 4313

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, said which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Micro Fiched

SIGNED AND SEALED this 20th day of April, 1979.

GRANITE CONSTRUCTION COMPANY

WITNESS: By _____

_____ H. B. Scott, President
"Principal"

PACIFIC INDEMNITY COMPANY
"Surety"

Approved as to form:

_____ By _____
Attorney for Entity Attorney-in-fact
Fern Stroh, Attorney-in-Fact

On this 20th day of April in the year One Thousand Nine Hundred and Seventy-Nine, before me, Luis Fernandez, a Notary Public in and for the County of Santa Cruz, personally appeared FERN STROH known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Pacific Indemnity Company and acknowledged to me that he subscribed the name of the Pacific Indemnity Company thereto as Principal and his own name as Attorney-in-fact.

_____
Notary Public in and for the
County of Santa Cruz

(Seal) OFFICIAL SEAL
LUIS FERNANDEZ
NOTARY PUBLIC - CALIFORNIA

State of California
My Commission Expires January 26, 1981

FILED

APR 17 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79 - 167

(Agreement for Administrative Services)

This Agreement entered into this 17th day of April, 1979, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and PATRICIA MARSTON, hereinafter called CONTRACTOR.

W I T N E S S E T H:

WHEREAS, the Yolo County Health Council is charged with the responsibility of providing input and recommendations to Golden Empire Health Systems Agency as authorized by Federal and State law, County Ordinance and the Joint Exercise of Powers Agreement establishing Golden Empire Health Systems Agency; and

Micro Fiched

WHEREAS, the Yolo County Health Council is in need of special project research assistance and a monthly newsletter coordinator to better enable that Council to carry out its established advisory functions; and

WHEREAS, said CONTRACTOR is an independent contractor and is familiar with the aforesaid need for administrative services, and is willing and able to provide said services.

NOW, THEREFORE, IT IS AGREED as follows:

1. COUNTY agrees to engage CONTRACTOR and CONTRACTOR agrees to provide services required by the Yolo County Health Council including but not limited to:
   a. Research into Yolo County developmental disability services, peri-natal care, and other health delivery needs and resources;
   b. Coordinating the preparation of a monthly Health Council newsletter; and
   c. Assisting the Health Council with related administrative tasks as assigned by the Chairman.
2. In and for consideration of the above referenced services, said CONTRACTOR shall be paid at the rate of Four Dollars ($4.00) per hour for not more than 20 hours per week. In addition, CONTRACTOR shall be paid for all necessary travel expenses at the

same rate as employees of Yolo County. Claims for payment under the terms of this agreement shall be provided to the Yolo County Health Council chairman within five (5) days after the end of the month in which services have been rendered. Upon receipt and approval by the Health Council, the claim will be submitted to the Golden Empire Health Systems Agency for direct payment to said CONTRACTOR pursuant to Yolo County Agreement 78-227. The maximum total payment to said CONTRACTOR under the terms of this agreement shall not exceed $1,280.00.

3. The term of this agreement shall be from April 17, 1979 through July 31, 1979, inclusive.

4. Either party may terminate this Agreement by giving written notice thereof to the other party at least seven (7) days prior to the date of termination.

5. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of the County except as to final results. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the County harmless from any liability which it may incure to the Federal or State government as a consequence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the date mentioned above.

COUNTY OF YOLO, A Political Subdivision of the State of California

By Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

By Patricia Marston
PATRICIA MARSTON

Micro Fiched

FILED

APR 24 1979

PETER McNAMEE, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 79-168

(Agreement to Provide Certain Referral Services)

THIS AGREEMENT, made and entered into this 24th day of April, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo County Family Services Agency, a non-profit Corporation, hereinafter called PROVIDER:

W I T N E S S E T H:

RECITALS:

1. COUNTY provides a variety of Public Health Services through its Health Services Agency, Mental Health, and Alcohol & Other Drug Abuse Programs, hereinafter together referred to as PROGRAM.

Micro Fiched

2. PROGRAMS in the course of their regular functions refer patients to Community-Based Providers of care.

3. PROVIDER is a Community-Based Program to which PROGRAMS have referred.

4. PROVIDER is unable to continue providing services to PROGRAM referrals without financial assistance.

5. PROGRAM desires the provision of services to continue.

6. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services detailed in hereinbelow recited Agreement 1 A.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to:

   A. Provide counseling services of a nature, quality, and quantity consistent with past services rendered by PROVIDER to a PROGRAM referred caseload of ten (10) clients, to whom services have been provided by PROVIDER prior to execution of this agreement, so long as those services are appropriate in the judgment

of PROGRAM'S designated representative, or until the termination of this agreement.

B. To comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove in Agreement 1 A.

C. Without limiting PROVIDER'S Agreement recited hereinafter in Agreement 1 D to indemnify COUNTY, to maintain in force at all times during the performance of this agreement, a policy of insurance sufficient to fully cover its operations. PROVIDER further agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of each cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. During all times during the performance of this agreement, PROVIDER will, at its sole cost, maintain Workman's Compensation Insurance fully covering all employees of PROVIDER.

Micro Fiched

D. To indemnify, defend and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder.

E. Designate a representative within two weeks of the execution of this agreement by written notice to COUNTY'S representative designated in hereinafter recited Agreement 4; and to notify COUNTY in the same manner of any changes in PROVIDER's representative.

2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises contained in herein recited agreements, COUNTY agrees to:

A. Designate representatives in hereinafter recited agreement 4; responsible to:

1) Review the claims prepared in accordance with hereinabove recited agreement.

2) Authorize payment to PROVIDER.

3) Evaluate the services provided by PROVIDER for their utility to COUNTY in future fiscal years.

B. COUNTY's designated representatives will give prompt attention to claims for payment submitted by PROVIDER.

Micro Fiched

3. PAYMENT: In consideration of PROVIDER'S promises contained in herein recited agreements, COUNTY agrees to, upon submission each month to COUNTY'S herein designated representative of an invoice which includes a description of services performed for listed clients, pay for services rendered at the rate of TWENTY-FIVE DOLLARS ($25.00) per patient visit to a maximum of SEVEN HUNDRED AND FIFTY DOLLARS ($750.00).

4. COUNTY'S DESIGNATED REPRESENTATIVE: COUNTY'S designated representative for the purpose of this agreement is the Mental Health Program Coordinator for Adult Services.

5. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is and independent contractor and is not subject to the direction and control of COUNTY except as to final results. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Government as a consequence of this contract.

/ / / / /

6. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibitis attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

7. TERM: This agreement shall commence March 1, 1979, and terminate June 30, 1979, unless sooner terminated by either party on thirty (30) days written notice to the other.

Micro Fiched

IN WITNESS WHEREOF: the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, A political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER J. McNAMEE

BY _____
DEPUTY

_____
YOLO COUNTY FAMILY SERVICES AGENCY
Executive Director

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

BK.

FILED

APR 26 1979

PETER McNAMEE, Clerk

By [illegible] Deputy

AGREEMENT NO. 79-169

(Agreement Amending Agreement No. 78-306 with Woodland Memorial Hospital Providing Psychiatric Hospital Services and Psychiatrist Services)

THIS AGREEMENT, made and entered into this 24th day of April, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Woodland Memorial Hospital, a non-profit corporation, hereinafter referred to as HOSPITAL.

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. The parties hereto wish to amend Agreement No. 78-306, Agreement 4, Paragraph D, commencing with line 15 and ending with line 25 in order to increase the maximum limitation for reimbursement.

AGREEMENTS:

1. Agreement 4, Paragraph D, line 15 on page 5 of Agreement No. 78-306, is hereby amended to read as follows:

The maximum payments from COUNTY, to HOSPITAL during the term of this Agreement shall be a sum not to exceed SEVENTY-ONE THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS ($71,973.) for psychiatric hospital services as shown on attached Program Budget (Exhibit "A") or payment in accordance with the provisions of herein recited Agreements 4 A,B, and C for psychiatric hospital services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in Agreement 11 below. Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim using posted prevailing rates, to COUNTY countersigned and approved by the Program Chief of SERVICE, or his designee, detailing services rendered.

/ / / / /

IN WITNESS WHEREOF, teh parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Bob A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McHAMBER, CLERK

BY _____ (Deputy)

WOODLAND MEMORIAL HOSPITAL, a non-profit Corporation

C. D. Thurman

Micro Fiched

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Stolz
DEPUTY COUNTY COUNSEL

Micro Fiched

PROGRAM BUDGET

EXHIBIT "A"

FISCAL YEAR

COUNTY OF Wood

DATE September 14, 1978

CONTRACTOR: Woodland Memorial

PROVIDER NO: 5702

SEE REVERSE SIDE

ITEMS	REVISED COST CENTER	Partial Pay Care CO	24-Hour Care CO						
		10,936	199,070						
		10,936	199,070						
		10,936	199,070						
		10,936	199,070						
			4,706						
			20,000						
			4,706						
			60,000						
			84,706						
			84,706						
			4,706						
		$ 60.00	$ 168.00	$	$	$	$	$	$

APPROVED BY

Budget Form

form has been adapted from a State Department of Health form, and has been modified
eet the needs of the County of Yolo, Department of Health, Mental Health Services

Instruction

those items pertaining to this Agreement are provided.

Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

Micro Fiched

69. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 69 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 69, by total units of service, item 82.

Exhibit C

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

Micro Fiched

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Blue Billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Micro Fiched

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

Book

Yolo County
Agreement No. 79-170

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 27th day of November, 1978, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

2740A

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Department of Social Services	CMS #18471

hereafter called the State, and

Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Agreement #18470 entered into by and between the Department of Social Services, and the County of Yolo is hereby amended as follows:

1. Section I, A is amended to delete the following community care facility licensing category:

   Family Day Care Home Children.

2. In Section I, A add "Family Day Care".

3. Attachment III, Page 2 is removed and replaced with the new Attachment III, Page 2 (revised 11/27/78) which is attached.

4. All other terms and conditions remain the same and in full force.

Micro Fished

ACCOUNTING
Glenn B. Dale 7/3/79
Department of Social Services
Budget Section

Approved as to Form
Dated 11/23/78
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

FILED
AUG - 3 1979
PETER McNANEE, Clerk
By [signature] DEPUTY

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Social Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE): ORIGINAL SIGNED BY	BY (AUTHORIZED SIGNATURE): Betsey A. Marchand
TITLE: Director	TITLE: Chairman, Board of Supervisors
	ADDRESS: P.O. Box 1098, Woodland, Calif. 95695

CONTINUED ON ____ SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY
From [illegible]
Department of General Services
APPROVED
JUL 12 1979
By [signature]
Asst. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$			General
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	2741	359	1978	78/79
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$ 0				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.D.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 5/9/79

I hereby certify that all conditions for exemption as set forth in the State Administrative Manual Section 1096 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

BACKSIDE OF STD 2

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Small Family Day Home - Adults

"Small Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided for not more than six (6) adults, exclusive of members of the licensee's family, during a portion of the day.

Large Family Day Home - Adults

"Large Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided, during a portion of the day, for seven (7) through fifteen (15) adults, exclusive of members of the licensee's family.

Family Day Care

Micro Fiched

"Family Day Care" means regularly providing care, protection and supervision to a child or children, in the caregiver's own home, for periods of less than 24 hours per day, while the parents or guardians are away.

The maximum number of children who may receive care in a family day care home shall be determined as follows:

The licensee may provide care for (including the licensee's own children under age 12):

- A maximum of six (6) children and no more than three (3) of the children may be infants or four (4) infants only.

With an assistant caregiver present in the home, care may be provided for (including the licensee's and assistant caregiver's own children under age 12):

- A maximum of twelve (12) children and no more than four (4) of the children may be infants.

Social Rehabilitation Center

"Social Rehabilitation Center" means a facility of any capacity that provides services in a group setting during a portion of the day to adults who currently or potentially are capable of meeting their life support needs independently, but who temporarily need assistance, guidance or counseling.

This is to certify that this contract has been reviewed and meets requirements of the department.

APPROVED DATE 6/25/79

Authorized Signature

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Bk

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION: AGREEMENT NO. 79-171 DATE 4-12-79

Title: IIB Modification Number Contract Number

Program: Yolo County Superintendent of Schools 002 78-321

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

MODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

OCT - 4 1979

PETER McNAMEE, Clerk

By Richie Mayshara Deputy

NA

New grand total and fixed price

Forrest L Howood 79-09-13

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bliss C Marchand APR 24 1979

Signature of Authorized Officer Date

OCT 0 1 1978

Effective date of modification

Micro Fiched

PROGRAM PLANNING SUMMARY
FORM II - 01

rogram Name and Address:

Project MOVE
423 Main Street
Woodland, CA 95695

Contact Person:
Name: Jess Moreno
Phone: 666-0925

Grant Year:
From: 10-01-78
TO: 09-30-79

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR-TO-DATE PLAN

	A. TOTAL ENROLLMENTS	1. Enrollments this year	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entering Employment	a. Direct Placement PS	a. Direct Placement IS	b. Indirect Placements	c. Obtained Employment	2. Other Positive	3. Non-Positive	C. Planned Enrollment (end of quarter)
9-[illegible] thru 12-78	281	218	63	160	113	80	0	1	32	28	19	121
1-79 thru 03-79	666	603	63	448	295	194	0	12	89	84	69	218
4-79 thru 06-79	946	883	63	780	532	344	0	27	161	144	104	166
7-79 thru 09-79	1100	1037	63	1082	776	479	0	66	231	172	134	18

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

	A CLASSROOM TRAINING JSW	A Concurrent IT - Prime Voc. Ed.	A IT - Prime Only	A IT - Voc. Ed. Only	B On-the-Job Training	C Work Experience	D Other Activities (Specify Name & Primary Activity) WORKLEARN (WEX)	E Servi Onl
a) Total Enrollments 1 2 7 8	38	7			21	80	0	135
b) Currently Enrolled 1 2 7 8	0	6			20	60	0	35
a) Total Enrollments 0 3 7 9	108	47			40	135	11	325
b) Currently Enrolled 0 3 7 9	0	36			30	66	10	76
a) Total Enrollments 0 6 7 9	183	63			40	135	15	510
b) Currently Enrolled 0 6 7 9	0	32			27	15	6	86
a) Total Enrollments 0 9 7 9	240	71			40	135	15	599
b) Currently Enrolled 0 9 7 9	0	10			8	0	0	0

III.

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)	SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE 12/31 (a)	3/31 (b)	6/30 (c)	9/3 (d)
a. Female (50%)	141	333	473	550	f. Black (5%)	14	33	47	55
b. Youth (55%)	155	366	520	605	g. Hispanic (33%)	93	220	312	363
c. Farmworker (35%)	98	233	331	385	h. American Indian (3%)	8	20	28	33
d. Veterans (15%)	42	100	142	165	i. Asian/Pacific Islander (4%)	11	27	38	44
e. Welfare Recipients (35%)	98	233	331	385	j. Handicapped (4%)	11	27	38	44

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB
ALL ACTIVITIES

Program M.O.V.E. PROJECT

Fiscal Year 10-01-78 to 9-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
Total Cumulative Enrollments	119	200	281	382	541	666	772	856	946	1041	1085	1100
Total Enrollments by Month	119	81	81	101	159	125	106	84	90	95	44	15
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	63											
4. Intratitle (Another Activity)												
Total Terminations by Month	37	67	56	70	117	101	76	102	154	126	98	78
1. Entering Employment	35	35	43	54	56	72	57	78	102	110	85	49
a. Direct Prime	25	25	30	39	35	40	35	45	70	70	40	25
b. Direct ES	0	0	0	0	0	0	0	0	0	0	0	0
c. Indirect	0	0	1	0	1	10	1	8	6	14	16	9
d. Obtained Employment	10	10	12	15	20	22	21	25	26	26	29	15
2. Other Positive	1	21	6	3	44	9	8	14	38	9	7	12
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	1	11	7	13	17	20	11	10	14	7	6	17
4. Intratitle												
CURRENT ENROLLMENT	82	96	121	152	194	218	248	230	166	135	81	18
Significant Segments Enrolled - Cumulative												
a. Female (50%)	60	100	141	191	271	333	386	428	473	521	543	550
b. Youth (55%)	65	110	155	210	298	366	425	471	520	573	597	605
c. Farmworker (35%)	42	70	98	134	189	233	270	300	331	364	380	385
d. Veterans (15%)	18	30	42	57	81	100	111	128	142	156	163	165
e. Welfare Recipients (35%)	42	70	98	134	189	233	270	300	331	364	380	385
f. Black (5%)	6	10	14	19	27	33	39	43	47	52	54	55
g. Hispanic (33%)	39	66	93	126	179	220	255	282	312	344	358	363
h. American Indian (3%)	4	6	8	12	16	20	23	26	28	1	33	33
i. Asian/Pacific Islander (4%)	5	8	11	15	22	27	31	34	38	42	43	44
j. Handicapped (4%)	5	8	11	15	22	27	31	34	38	42	43	44

Micro Fiched

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB

IT - PS AND VOC. ED. CONCURRENT

gram PROJECT MOVE

cal Year 10-01-78 to 09-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
Total Cumulative Enrollments	3	5	7	13	31	47	59	63	63	71	71	71
Total Enrollments by Month	3	2	2	6	18	16	12	4	0	8	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	3											
4. Intratitle (Another Activity)									Micro Fiched			
Total Terminations by Month			1	1	4	5	5	6	9	10	15	5
1. Entering Employment	0	0	1	1	2	3	3	3	8	9	14	5
a. Direct Prime												
b. Direct ES												
c. Indirect			1		1	2	1	2	4	4	7	3
d. Obtained Employment				1	1	1	2	1	4	5	7	2
2. Other Positive								1	1	1	1	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive					2	2	2	2	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT	0	2	6	11	25	36	43	41	32	30	15	10
nificant Segments Enrolled - Cumulative												
A.												
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB

JOB SEARCH WORKSHOP

gram PROJECT MOVE

tal Year 10-01-78 to 09-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SE
Total Cumulative Enrollments	12	24	38	58	83	108	133	158	183	205	225	240
Total Enrollments by Month	12	12	14	20	25	25	25	25	25	22	20	15
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month	12	12	14	20	25	25	25	25	25	22	20	15
1. Entering Employment	10	10	12	14	19	19	19	19	21	20	18	11
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment	10	10	12	14	19	19	19	19	21	20	18	11
2. Other Positive	1	1	1	3	3	3	3	3	2	1	1	2
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	1	1	1	3	3	3	3	3	2	1	1	2
4. Intratitle												
CURRENT ENROLLMENT	0	0	0	0	0	0	0	0	0	0	0	0

Micro Fiched

nificant Segments Enrolled - Cumulative

A.

B.

C.

D.

E.

F.

G.

H.

OLLMENT AND TERMINATION PLA

Monthly Schedule

Title IIB
WORK EXPERIENCE

ogram PROJECT MOVE

cal Year 10-01-79 to 09-30-78

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SE
Total Cumulative Enrollments	60	75	80	85	125	135	135	135	135	135	135	13
Total Enrollments by Month		15	5	5	40	10	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	60											
4. Intratitle (Another Activity)												
Total Terminations by Month	0	20	0	0	40	9	0	16	35	0	6	9
1. Entering Employment						4	0	6	0	0	6	4
a. Direct Prime												
b. Direct ES												
c. Indirect						2		3			3	2
d. Obtained Employment						2		3			3	2
2. Other Positive	0	15	0	0	35	0	0	10	30	0	0	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	5	0	0	5	5	0	0	5	0	0	5
4. Intratitle												
URRENT ENROLLMENT	60	55	60	65	65	66	66	50	15	15	9	0
ificant Segments Enrolled - Cumulative												

Micro Fiched

E[redacted]LLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB

OTHER - WORKLEARN (WEX PRIMARY)

[X] Original

[ ] Revision #

ogram PROJECT MOVE

cal Year 10-01-78 to 09-30-79

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments				3	7	11	15	15	15	15	15	15
Total Enrollments by Month				3	4	4	4	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month					1	0	1	4	3	3	3	0
1. Entering Employment								4	2	3	3	
a. Direct Prime												
b. Direct ES								2	1	2	7	
c. Indirect								2	1	1	1	
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle					1	0	1	0	1	0	0	0
3. Non Positive												
4. Intratitle												
CURRENT ENROLLMENT				3	6	10	13	9	6	3	0	0

Micro Fiched

cnificant Segments Enrolled - Cumulative												
A.												
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

ROLLMENT AND TERMINATION PLA

Monthly Schedule

Title IIB
ON THE JOB TRAINING

rogram PROJECT MOVE

iscal Year 10-01-78 to -9-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SE
Total Cumulative Enrollments	7	14	21	28	35	40	40	40	40	40	40	40
Total Enrollments by Month	7	7	7	7	7	5	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month	0	0	1	0	2	7	0	1	2	11	4	4
1. Entering Employment						6	0	1	1	8	4	4
a. Direct Prime												
b. Direct ES												
c. Indirect						6	0	1	1	8	4	4
d. Obtained Employment												
2. Other Positive					1	1				2		
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive			1	0	1	0	0	0	1	1	0	0
4. Intratitle												
CURRENT ENROLLMENT	7	14	20	27	32	30	30	29	27	16	12	8
ificant Segments Enrolled - Cumulative												

Micro Fiched

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB
SERVICE ONLY PARTICIPANTS

ram PROJECT MOVE

al Year 01-01-78 to 09-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
otal Cumulative Enrollments	40	85	135	195	260	325	390	445	510	575	599	599
otal Enrollments by Month	40	45	50	60	65	65	65	55	65	65	24	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
tal Terminations by Month	25	35	40	49	45	55	45	50	80	80	50	45
1. Entering Employment	25	25	30	39	35	40	35	45	70	70	40	25
a. Direct Prime	25	25	30	39	35	40	35	45	70	70	40	25
b. Direct ES												
c. Indirect												
d. Obtained Employment												
2. Other Positive	0	5	5	0	5	5	5	0	5	5	5	10
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	5	5	10	5	10	5	5	5	5	5	10
4. Intratitle												
RRENT ENROLLMENT	15	25	35	46	66	76	96	101	86	71	45	0
ficant Segments Enrolled - Cumulative												

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Book

MODIFICATION FORM

EQUEST FOR PROGRAM MODIFICATION DATE

AGREEMENT NO. 79-172

RECEIVED

MAY 23 1979

SYETA

itle: IIB Modification Number Contract Number

rogram: University of California, Davis 002 78-320

hanges herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

e above number contract is to be modified as follows: (Attach support documents)

INERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

DIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

JUN 6 1979

PETER McNAMEE, Clerk

BY _____ DEPUTY

NA

grand total and fixed price

X _____ Signature of program operator X Date

commendation and/or comments by staff:

[X] Approve [ ] Disapprove

commendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

ION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C. Marchand APR 24 1979

nature of Authorized Officer Date

OCT 01 1978

Effective date of modification

Micro Fiched

PROGRAM PLANNING SUMMARY
FORM II - 01

Program Name and Address:

U. C. Davis OJT
312 Mrak Hall
Davis, CA 95616

Contact Person:
Name: Emily Mast
Phone: 752-7300

Grant Year:
From: 10-01-78
TO: 09-30-79

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR-TO-DATE PLAN

	A. TOTAL ENROLLMENTS	1. Enrollments this year	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entering Employment	a. Direct Placement PS	a. Direct Placement ES	b. Indirect Placements	c. Obtained Employment	2. Other Positive	3. Non-Positive	C. Planned Enrollments (end of quarter)
10-78 thru 12-78	7	6	1	1	1	0	0	1	0	0	0	6
01-79 thru 03-79	16	15	1	4	4	0	0	3	1	0	0	12
04-79 thru 06-79	31	30	1	6	5	0	0	4	1	0	1	25
07-79 thru 09-79	31	30	1	31	30	0	0	29	1	0	1	0

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

					A CLASSROOM TRAINING JSW	A CLASSROOM TRAINING IT - Concurrent Prime Voc. Ed.	A CLASSROOM TRAINING IT - Prime Only	A CLASSROOM TRAINING IT Voc. Ed. Only	B On-the-Job Training	C Work Experience	D Other Activities (Specify Name & Primary Activity)		E Service Only
a) Total Enrollments	1	2	7	8					7				
b) Currently Enrolled	1	2	7	8					6				
a) Total Enrollments	0	3	7	9					16				
b) Currently Enrolled	0	3	7	9					12				
a) Total Enrollments	0	6	7	9					31				
b) Currently Enrolled	0	6	7	9					25				
a) Total Enrollments	0	9	7	9					31				
b) Currently Enrolled	0	9	7	9					0				

III.

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)	SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
A. Female (50%)	4	8	16	16	F. Black (5%)	0	1	2	2
B. Youth (55%)	4	9	17	17	G. Hispanic (33%)	2	5	10	10
C. Farmworker (35%)	2	6	11	11	H. American Indian (3%)	0	0	1	1
D. Veterans (15%)	1	2	5	5	I. Asian/Pacific Islander (4%)	0	1	1	1
E. Welfare Recipients (35%)	2	6	11	11	J. Handicapped (4%)	0	1	1	1

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB

ON THE JOB TRAINING

ram U. C. DAVIS

al Year 10-01-78 to 9-30-79

☐ Original

☒ Revision # 001

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
otal Cumulative Enrollments	1	4	7	10	13	16	31	31	31	31	31	31
otal Enrollments by Month	1	3	3	3	3	3	15	0	0	0	0	0
1. New Enrollments	0	3	3	3	3	3	15	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	1											
4. Intratitle (Another Activity)										Micro Fiched		
otal Terminations by Month	1	0	0	1	1	1	0	0	2	3	12	10
1. Entering Employment	1			1	1	1			1	3	12	10
a. Direct Prime												
b. Direct ES												
c. Indirect	1			1		1			1	3	12	10
d. Obtained Employment					1							
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive									1			
4. Intratitle												
URRENT ENROLLMENT	0	3	6	8	10	12	27	27	25	22	10	0
ificant Segments Enrolled - Cumulative												
Female (50%)		2	4	5	7	8	16	16	16	16	16	16
Youth (55%)		2	4	6	7	9	17	17	17	17	17	17
Farmworkers (35%)		1	2	4	5	6	11	11	11	11	11	11
Veterans (15%)		1	1	2	2	2	5	5	5	5	5	5
Welfare Recipients (35%)		1	2	4	5	6	11	11	11	11	11	11
Black (5%)		0	0	1	1	1	2	2	2	2	2	2
Hispanic (33%)		1	2	3	4	5	10	10	10	10	10	10
American Indian (3%)		0	0	0	0	0	1	1	1	1	1	1
Asian/Pacific Islander (4%)		0	0	0	1	1	1	1	1	1	1	1

BK.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

302

QUEST FOR PROGRAM MODIFICATION AGREEMENT NO. 79-173 DATE 4-12-79

itle: III HIRE II Modification Number 001 Contract Number 78-323

rogram: Yolo County Superintendent of Schools

hanges herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

ODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

OCT - 3 1979

PETER McNAMEE, Clerk

By Vickie Kitajima Deputy

Forrest L Hornold 10-09-79

NA

ew grand total and fixed price

X Signature of program operator X Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

ecommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bobby L. Marchand APR 24 1979

ignature of Authorized Officer Date

October 1, 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III HIRE

Program Project M.O.V.E.

Fiscal Year 1979

[ ] Original

[X] Revision # 001

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	0	0	1	3	4	6	9	12	15	15	15	15
Total Enrollments by Month	0	0	1	2	1	2	3	3	3	0	0	0
1. New Enrollments			1	2	1	2	3	3	3	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month						1	0	0	2	1	1	10
1. Entering Employment									1	1	1	9
a. Direct Prime												
b. Direct ES												
c. Indirect									1	1	1	9
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive						1	0	0	1	0	0	1
4. Intratitle												
CURRENT ENROLLMENT	0	0	1	3	4	5	8	11	12	11	10	0
Significant Segments Enrolled - Cumulative												
A. Veterans	0	0	1	3	4	6	9	12	15	15	15	15
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

EQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-174 — DATE 4-12-79

itle: III HIRE II — Modification Number 002 — Contract Number 78-324

rogram: Employment Development Department

hanges herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

ODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Bobbie Hughbanks DEPUTY

NA

ew grand total and fixed price

X Raymond P. Schlosser 5/1/79

X Signature of program operator X Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

ecommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marshall APR 24 1979

ignature of Authorized Officer Date

October 1, 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III HIRE

gram Employment Development Department

cal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	10	15	20	25	30	35	35	35	35	35	35	35
Total Enrollments by Month	5	5	5	5	5	5	0	0	0	0	0	0
1. New Enrollments	5	5	5	5	5	5	0	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	5											
4. Intratitle (Another Activity)									Micro Fiched			
Total Terminations by Month	0	1	2	2	3	2	3	5	6	4	4	3
1. Entering Employment	0	0	0	1	2	2	2	4	6	3	3	3
a. Direct Prime												
b. Direct ES												
c. Indirect	0	0	0	1	2	2	2	4	6	3	3	3
d. Obtained Employment												
2. Other Positive	0	0	1	0	1	0	0	1	0	0	1	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	1	1	1	0	0	1	0	0	1	0	0
4. Intratitle												
CURRENT ENROLLMENT	10	14	17	20	22	25	22	17	11	7	3	0
nificant Segments Enrolled - Cumulative												
A. Veterans	10	15	20	25	30	35	35	35	35	35	35	35
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

Bk.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-175 — DATE 4-12-79

Title: IV YCCIP	Modification Number	Contract Number
Program: Yolo County Superintendent of Schools	002	78-348

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

MODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

OCT - 9 1979

PETER McNAMEE, Clerk

By Vicki Klupenhaus Deputy

NA

New grand total and fixed price

X Forrest L Hounsell 79-09-13

Signature of program operator / Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marchand APR 24 1979

Signature of Authorized Officer Date

December 1, 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YCCIP

Program Economic Opportunity Council of Yolo County

Fiscal Year 10-1-78 to 9-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments			7	7	7	7	7	7	7	7	7	7
Total Enrollments by Month			7	0	0	0	0	0	0	0	0	0
1. New Enrollments			7	0	0	0	0	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	0											
4. Intratitle (Another Activity)												
Total Terminations by Month			0	1	0	0	0	0	1	0	0	5
1. Entering Employment									1	0	0	3
a. Direct Prime												0
b. Direct ES												
c. Indirect									1	0	0	3
d. Obtained Employment												0
2. Other Positive												2
a. School												NA
b. Other Manpower												NA
c. Intertitle												NA
3. Non Positive				1	0	0	0	0	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT			7	6	6	6	6	6	5	5	5	0
Significant Segments Enrolled - Cumulative												
A. Youth			7	7	7	7	7	7	7	7	7	7
B. Economically Disadvantaged			7	7	7	7	7	7	7	7	7	7
C.												
D.												
E.												
F.												
G.												
H.												
I.												

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

EQUEST FOR PROGRAM MODIFICATION AGREEMENT NO. 79-176 DATE 4-12-79

itle: IV YCCIP Modification Number 001 Contract Number 78-347

rogram: Economic Opportunity Commission of Yolo County

hanges herein will have the folloving effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

he above number contract is to be modified as follovs: (Attach support documents)

ENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

ODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Patti Mapelano DEPUTY

NA

ew grand total and fixed price

4/30/79

Signature of program operator Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

ecommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

for Betsey C. Marchand APR 24 1979

Signature of Authorized Officer Date

December 1, 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YCCIP

Program Economic Opportunity Council of Yolo County

Fiscal Year 10-1-78 to 9-30-79

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments			7	7	7	7	7	7	7	7	7	7
Total Enrollments by Month			7	0	0	0	0	0	0	0	0	0
1. New Enrollments			7	0	0	0	0	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	0											
4. Intratitle (Another Activity)												
											Micro	Fiched
Total Terminations by Month			0	1	0	0	0	0	1	0	0	5
1. Entering Employment									1	0	0	3
a. Direct Prime												0
b. Direct ES												
c. Indirect									1	0	0	3
d. Obtained Employment												0
2. Other Positive												2
a. School												NA
b. Other Manpower												NA
c. Intertitle												NA
3. Non Positive				1	0	0	0	0	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT			7	6	6	6	6	6	5	5	5	0
Significant Segments Enrolled - Cumulative												
A. Youth			7	7	7	7	7	7	7	7	7	7
B. Economically Disadvantaged			7	7	7	7	7	7	7	7	7	7
C.												
D.												
E.												
F.												
G.												
H.												
I.												

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BR

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-199 — DATE 4-12-79

Title: IV YETP — Modification Number 002 — Contract Number 78-319

Program: Yolo County Superintendent of Schools

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

MODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

OCT - 1 1979

PETER McNAMEE, Clerk

By Vicki Kilpatrick Deputy

NA — New grand total and fixed price

Forrest L Honnold 79-09-13 — Signature of program operator / Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C Marshall APR 2 1 1979

Signature of Authorized Officer Date

OCT 0 1 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

gram All School District

cal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	34	34	50	61	72	72	85	85	85	85	85	85
Total Enrollments by Month			16	11	11	0	13	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	34											
4. Intratitle (Another Activity)										Micro	Fiched	
Total Terminations by Month	0	0	5	2	3	1	17	7	15	5	16	14
1. Entering Employment	0	0	0	0	0	0	1	1	3	2	8	7
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment	0	0	0	0	0	0	1	1	3	2	8	7
2. Other Positive	0	0	2	0	1	0	12	4	10	3	7	6
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	0	3	2	2	1	4	2	2	0	1	1
4. Intratitle												
CURRENT ENROLLMENT	34	34	45	54	62	61	57	50	35	30	14	0
nificant Segments Enrolled - Cumulative												
A. Female (50%)	17	17	25	30	36	36	42	42	42	42	42	42
B. Hispanic (43%)	15	15	22	26	31	31	31	37	37	37	37	37
C. Other Nonwhite Ethnic Minorities (7%)	2	2	4	4	5	5	6	6	6	6	6	6
D. Farmworkers (31%)	11	11	16	19	22	22	26	26	26	26	26	26
E. Welfare Recipients (38%)	13	13	19	23	27	27	32	32	32	32	32	32
F. Limited English Speaking (13%)	4	4	7	8	9	9	11	11	11	11	11	11
G. Ex-offender (9%)	3	3	5	5	6	6	8	8	8	8	8	8
H. Family Head (11%)	4	4	6	7	8	8	9	9	9	9	9	9
I.												

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

ogram Washington (M.O.V.E. Project)

scal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	0	0	16	16	16	16	16	16	16	16	16	16
Total Enrollments by Month	0	0	13	0	0	0	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers	0	0	3									
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month			1	1	1	0	2	2	2	1	1	5
1. Entering Employment							1	1	0	0	0	3
a. Direct Prime												
b. Direct ES												
c. Indirect							1	1	0	0	0	3
d. Obtained Employment												
2. Other Positive					1	0	1	1	2	1	1	1
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive			1	1	0	0	0	0	0	0	0	1
4. Intratitle												
CURRENT ENROLLMENT			15	14	13	13	11	9	7	5	5	0
gnificant Segments Enrolled - Cumulative												
A. Female (50%)	0	0	8	8	8	8	8	8	8	8	8	8
B. Hispanic (43%)	0	0	7	7	7	7	7	7	7	7	7	7
C. Other Nonwhite Ethnic Minorities (7%)	0	0	1	1	1	1	1	1	1	1	1	1
D. Farmworkers (31%)	0	0	5	5	5	5	5	5	5	5	5	5
E. Welfare Recipients (38%)	0	0	6	6	6	6	6	6	6	6	6	6
F. Limited English Speaking (13%)	0	0	2	2	2	2	2	2	2	2	2	2
G. Ex-Offender (9%)	0	0	1	1	1	1	1	1	1	1	1	1
H. Family Head (11%)	0	0	2	2	2	2	2	2	2	2	2	2
I.												

Micro Fiched

[illegible]OLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

ogram Winters Joint Unified School District

scal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	10	10	15	15	15	15	15	15	15	15	15	15
Total Enrollments by Month	0	0	5	0	0	0						
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	10											
4. Intratitle (Another Activity)										Micro	Fiched	
Total Terminations by Month			1	0	1	0	1	1	0	0	2	9
1. Entering Employment											1	4
a. Direct Prime												
b. Direct ES												
c. Indirect											1	4
d. Obtained Employment												
2. Other Positive					0	0	0	1	0	0	1	5
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive			1	0	1	0	1	0	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT	10	10	14	14	13	13	12	11	11	11	9	0
gnificant Segments Enrolled - Cumulative												
A. Female (50%)	5	5	7	7	7	7	7	7	7	7	7	7
B. Hispanic (43%)	4	4	7	7	7	7	7	7	7	7	7	7
C. Other Minorities (7%)	1	1	1	1	1	1	1	1	1	1	1	1
D. Farmworkers (31%)	3	3	5	5	5	5	5	5	5	5	5	5
E. Welfare Recipients (38%)	4	4	6	6	6	6	6	6	6	6	6	6
F. Limited English Speaking (13%)	1	1	2	2	2	2	2	2	2	2	2	2
G. Ex-Offender (9%)	1	1	1	1	1	1	1	1	1	1	1	1
H. Family Head (11%)	1	1	2	2	2	2	2	2	2	2	2	2
I.												

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program Davis Joint Unified School District

Fiscal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
. Total Cumulative Enrollments			16	16	16	16	16	16	16	16	16	16
. Total Enrollments by Month			16									
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)										Micro	Fiched	
. Total Terminations by Month			0	1	0	1	1	2	11	0	0	0
1. Entering Employment									3	0	0	0
a. Direct Prime												
b. Direct ES												
c. Indirect							0	0	3	0	0	0
d. Obtained Employment												
2. Other Positive					0	0	1	1	8	0	0	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive				1	0	1	0	1	0	0	0	0
4. Intratitle												
. CURRENT ENROLLMENT			16	15	15	14	13	11	0	0	0	0
ignificant Segments Enrolled - Cumulative												
A. Female (50%)			8	8	8	8	8	8	8	8	8	8
B. Hispanic (43%)			7	7	7	7	7	7	7	7	7	7
C. Other Nonwhite Ethnic Minorities (7%)			1	1	1	1	1	1	1	1	1	1
D. Farmworkers (31%)			5	5	5	5	5	5	5	5	5	5
E. Welfare Recipients (38%)			6	6	6	6	6	6	6	6	6	6
F. Limited English Speaking (13%)			2	2	2	2	2	2	2	2	2	2
G. Ex-Offender (9%)			1	1	1	1	1	1	1	1	1	1
H. Family Head (11%)			2	2	2	2	2	2	2	2	2	
I.												

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program Woodland Joint Unified School District

Fiscal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	24	24	25	25	25	25	38	38	38	38	38	38
Total Enrollments by Month	24	0	1	0	0	0	13	0	0	0	0	0
1. New Enrollments	0	0	1	0	0	0	13	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	24											
4. Intratitle (Another Activity)												
Total Terminations by Month	0	0	2	1	1	0	13	2	2	4	13	0
1. Entering Employment										2	7	0
a. Direct Prime												
b. Direct ES												
c. Indirect										2	7	0
d. Obtained Employment												
2. Other Positive	0	0	1	0	1	0	11	1	0	2	5	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	0	1	1	0	0	2	1	2	0	1	0
4. Intratitle												
CURRENT ENROLLMENT	24	24	23	22	21	21	21	19	17	13	0	0
Significant Segments Enrolled - Cumulative												
A. Female (50%)	12	12	12	12	12	12	19	19	19	19	19	19
B. Hispanic (43%)	10	10	11	11	11	11	16	16	16	16	16	16
C. Other Nonwhite Ethnic Minorities (7%)	2	2	2	2	2	2	3	3	3	3	3	3
D. Farmworkers (31%)	7	7	8	8	8	8	12	12	12	12	12	12
E. Welfare Recipients (78%)	9	9	10	10	10	10	14	14	14	14	14	14
F. Limited English Speaking (13%)	3	3	3	3	3	3	5	5	5	5	5	5
G. Ex-Offender (9%)	2	2	2	2	2	2	3	3	3	3	3	3
H. Family Head (11%)	3	3	3	3	3	3	4	4	4	4	4	4
I.												

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-178 — DATE 4-12-79

Title: IV YETP — Modification Number — Contract Number

Program: Woodland Joint Unified School District — 001 — 78-318

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

Micro Fiched

MODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Richie Nagahara DEPUTY

NA — New grand total and fixed price

Signature of program operator / Date 5/2/79

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — Date APR 30 1979

Effective date of modification OCT 1 1978

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program Woodland Joint Unified School District

Fiscal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
. Total Cumulative Enrollments	24	24	25	25	25	25	38	38	38	38	38	38
. Total Enrollments by Month	24	0	1	0	0	0	13	0	0	0	0	0
1. New Enrollments	0	0	1	0	0	0	13	0	0	0	0	0
2. Intertitle Transfers												
3. Carried Over Last Year	24											
4. Intratitle (Another Activity)												
. Total Terminations by Month	0	0	2	1	1	0	13	2	2	4	13	0
1. Entering Employment										2	7	0
a. Direct Prime												
b. Direct ES												
c. Indirect										2	7	
d. Obtained Employment												
2. Other Positive	0	0	1	0	1	0	11	1	0	2	5	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	0	1	1	0	0	2	1	2	0	1	0
4. Intratitle												
CURRENT ENROLLMENT	24	24	23	22	21	21	21	19	17	13	0	0
gnificant Segments Enrolled - Cumulative												
A. Female (50%)	12	12	12	12	12	12	19	19	19	19	19	19
B. Hispanic (43%)	10	10	11	11	11	11	16	16	16	16	16	16
C. Other Nonwhite Ethnic Minorities (7%)	2	2	2	2	2	2	3	3	3	3	3	3
D. Farmworkers (31%)	7	7	8	8	8	8	12	12	12	12	12	12
E. Welfare Recipients (78%)	9	9	10	10	10	10	14	14	14	14	14	14
F. Limited English Speaking (13%)	3	3	3	3	3	3	5	5	5	5	5	5
G. Ex-Offender (9%)	2	2	2	2	2	2	3	3	3	3	3	3
H. Family Head (11%)	3	3	3	3	3	3	4	4	4	4	4	4
I.												

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

EQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-179 — DATE 4-12-79

itle: IV YETP — Modification Number 001 — Contract Number 78-317

rogram: Davis Joint Unified School District

hanges herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

Micro Fiched

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

ODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Vickie Mugabane DEPUTY

NA

ew grand total and fixed price

X Kenneth Fair 5/3/79

Signature of program operator Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

ecommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand APR 24 1979

gnature of Authorized Officer Date

December 1, 1978

Effective date of modificati

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

gram Davis Joint Unified School District

cal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments			16	16	16	16	16	16	16	16	16	16
Total Enrollments by Month			16									
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month			0	1	0	1	1	2	11	0	0	0
1. Entering Employment									3	0	0	0
a. Direct Prime												
b. Direct ES												
c. Indirect							0	0	3	0	0	0
d. Obtained Employment												
2. Other Positive					0	0	1	1	8	0	0	0
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive				1	0	1	0	1	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT			16	15	15	14	13	11	0	0	0	0
nificant Segments Enrolled - Cumulative												
A. Female (50%)			8	8	8	8	8	8	8	8	8	8
B. Hispanic (43%)			7	7	7	7	7	7	7	7	7	7
C. Other Nonwhite Ethnic Minorities (7%)			1	1	1	1	1	1	1	1	1	1
D. Farmworkers (31%)			5	5	5	5	5	5	5	5	5	5
E. Welfare Recipients (38%)			6	6	6	6	6	6	6	6	6	6
F. Limited English Speaking (13%)			2	2	2	2	2	2	2	2	2	2
G. Ex-Offender (9%)			1	1	1	1	1	1	1	1	1	1
H. Family Head (11%)			2	2	2	2	2	2	2	2	2	2

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-180 — DATE 4-12-79

Title: IV YETP — Modification Number 001 — Contract Number 78-316

Program: Winters Joint Unified School District

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

In the past, most contracts have not included information on the number and type of planned enrollments and terminations of participants. Because this information is required by the Department of Labor from the Prime Sponsor, and because the Prime Sponsor monitors the actual performance against the planned performance of all non-PSE subgrantees on a monthly basis, subgrantees should be aware of the planned enrollments and terminations by month for their programs. For this reason, the attached Enrollment and Termination Plan should be added to the subgrantee's contract.

ODIFICATION

The attached Enrollment and Termination Plan is added as an attachment to the contract.

FILED

MAY 2 - 1979

PETER McNAMEE, Clerk

By Richie Stephens DEPUTY

NA — 4-27-79

ew grand total and fixed price — Signature of program operator X Date

ecommendation and/or comments by staff: [X] Approve [ ] Disapprove

ecommendation of the MAPC NA - minor modification [ ] Approve [ ] Disapprove

TION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy C. Marchand — APR 24 1979

gnature of Authorized Officer — Date

OCT 0 1 1978

Effective date of modification

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

rogram Winters Joint Unified School District

iscal Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	10	10	15	15	15	15	15	15	15	15	15	15
Total Enrollments by Month	0	0	5	0	0	0						
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	10											
4. Intratitle (Another Activity)												
											Micro Fiched	
Total Terminations by Month			1	0	1	0	1	1	0	0	2	9
1. Entering Employment											1	4
a. Direct Prime												
b. Direct ES												
c. Indirect											1	4
d. Obtained Employment												
2. Other Positive					0	0	0	1	0	0	1	5
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive			1	0	1	0	1	0	0	0	0	0
4. Intratitle												
CURRENT ENROLLMENT	10	10	14	14	13	13	12	11	11	11	9	0
nificant Segments Enrolled - Cumulative												
A. Female (50%)	5	5	7	7	7	7	7	7	7	7	7	7
B. Hispanic (43%)	4	4	7	7	7	7	7	7	7	7	7	7
C. Other Minorities (7%)	1	1	1	1	1	1	1	1	1	1	1	1
D. Farmworkers (31%)	3	3	5	5	5	5	5	5	5	5	5	5
E. Welfare Recipients (38%)	4	4	6	6	6	6	6	6	6	6	6	6
F. Limited English Speaking (13%)	1	1	2	2	2	2	2	2	2	2	2	2
G. Ex-Offender (9%)	1	1	1	1	1	1	1	1	1	1	1	1
H. Family Head (11%)	1	1	2	2	2	2	2	2	2	2	2	2
I.												

State of California

GTAVE 415-72
2 originals
6 copies

BK

Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act of 1973
(P.L. 93-203, Section 112)

Yolo County Agreement No. 79-181

1. Prime sponsor:

Yolo County Employment and
Training Administration
500 First Street
Woodland, CA 95695

2. Nonfinancial agreement number

7 9 0 3 8 5 7 9 9 9 8 5 9 9 0

Modification number Two

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Cathie Wicks

Manpower Planning Coordinator 666-8593
Title Phone number

4. Period covered by agreement: 10-1-78 through 9-30-79

Micro Fiched

5. Agreement:

Pursuant to Section 112(c) of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203), this agreement is entered into by the State Board of Education and (name of prime sponsor) Yolo County Employment and Training Administration. This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or −)	New
Administration	306	-0-	-0-	-0-
Training	307	45,391	+18,548	63,939
Allowances	308	-0-	-0-	-0-
Services	309	-0-	-0-	-0-
TOTAL		45,391	+18,548	63,939

Approved as to Form
Dated
By
County Counsel of Yolo County

7. Approval by prime sponsor:

Signature: Betty A. Marchand
Chairman, Yolo County Board of Supervisors
Name and title:
Date: APR 24 1979

8. Approval by State Board of Education

Signature:
Name and title:
Date:

See reverse side of this page for instructions.

Instructions for Completing Nonfinancial Agreement Signature Sheet

1. *Prime sponsor:* Enter the name and address of the prime sponsor in whose area the training and services will be provided.

2. *Nonfinancial agreement number:* Enter the CETA vocational education nonfinancial agreement number provided by the vocational education regional office. This number will not change during the life of the agreement.

   Modification number: Leave this space blank for an initial agreement. Assign numbers in consecutive order if this is a modification.

Micro Fiched

3. *Contact person:* Enter the name, title, and telephone number of the person designated by the prime sponsor to negotiate the nonfinancial agreement.

4. *Period covered by nonfinancial agreement:*
   a. On modifications, enter the original starting date and the modified ending date of the period covered by the nonfinancial agreement.
   b. On new nonfinancial agreement, enter the starting date and ending date.

5. *Agreement:* Enter the full name of the prime sponsor.

6. *Estimated costs of training and services by cost category:* Enter the estimated amount of vocational education funds, from the Governor's special grant, that will be spent for the listed cost categories. (For more information, see "Allowable Federal Costs" in the CETA rules and regulations in the *Federal Register;* and existing state policy document.)
   a. When using this form for original nonfinancial agreements, enter amounts in third column ("New") only.
   b. When using this form for modifications to an original nonfinancial agreement, enter prior approved amounts in the first column ("Prior"), amounts of modification or change (+ or −) in the second column ("Modification"), and the totals of columns one and two in the third column ("New").

7. *Approval by prime sponsor:* If the person completing this section is other than the mayor or chairperson of the board of supervisors, attach a letter of authorization.

8. *Approval by State Board of Education:* Complete as indicated.

Distribution by Department of Education

Original - Vocational Education Support Unit/Manpower Education Unit
*Original - Prime sponsor
Copy (1) - Manpower education regional office (approved copy)
Copy (1) - Manpower education regional office (review copy)
Copy (2) - CETAO
Copy (1) - Department of Labor
Copy (1) - Work and correction copy for central office files

*If a prime sponsor needs additional copies, the number needed should be submitted in *addition* to those required.

FTC 1.10 DE 10/77 5/77 1M

STATE OF CALIFORNIA

Program Planning and Budget Information Summaries
Special Grant—Vocational Education
Under the
Comprehensive Employment Training Act of 1973
(P.L. 93-203, Section 112)

CETA-VE-2 (7-76)
2 originals
5 copies

Prime sponsor: County of Yolo

Contact person: Cathie Wicks

Phone: (916) 666-8593

Nonfinancial agreement number: 7 9 0 3 8 5 7 9 9 9 8 5 9 9 0

Modification number: Two

Micro Fiched

I. Program Planning Summary

Vocational education enrollment transactions	Number of participants, cumulative by quarter, fiscal year-to-date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total enrollments (Sum of A.1 through A.3)	5	22	62	63
1. Participants entering this fiscal year from regular CETA	5	22	62	63
2. Participants entering this fiscal year from outside regular CETA	0	0	0	0
3. Participants carried over from previous fiscal year	0	0	0	0
B. Total terminations (Sum of B.1 through B.4)	1	5	10	58
1. Entered employment	0	1	2	26
2. Other positive terminations	0	0	0	2
3. Transfer to regular CETA	0	3	6	24
4. Nonpositive terminations	1	1	2	6
C. End-of-quarter enrollments (planned) (A minus B)	4	17	52	5

II. Budget Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (c—d) (e)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307				63,939	
C. Allowances	308					
D. Services	309					
E. Total		13,877	50,062	63,939	63,939	-0-

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities		Amount projected, fiscal year to date			
		12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed		8,170	45,391	63,939	63,939
B. Total projected vocational education expenditures (Item B.1 plus item B.2)		8,170	29,219	46,578	63,939
Projected expenditures for classroom training	317	8,170	29,219	46,578	63,939
Projected expenditures for services to participants	318				

State of California

(Tentative)
CETA-VE-3
(5-77)
8 Copies

2.3

BUDGET SUMMARY OF ALL ACTIVITIES

Deliverer of Services	Activity	Partic-ipants	Admin.	Trng	Allow.	Serv.	Total	Remarks
Project MOVE	Clerical Skills Training	25	0	18,454	0	0	18,454	will provide entry level classroom training for 25 participants in clerical skills.
Various public & private schools	Individual Referral	38	0	45,485	0	0	45,485	
		63	0	63,939	0	0	63,939	

Micro Fiched

State of California

(Tentative)
CETA-VE-3
(5-77)
8 Copies

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.

3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

Micro Fiched

COUNTY OF YOLO

Subgrant Signature Sheet

BK

rescinded by M.O. 79-799, #22

Title III - STIP

Agreement/ Subgrant No. 79-182

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Yolo County Office of Education - Project M.O.V.E.

Address

425 Main Street

Micro Fiched

City

Phone

Woodland, CA 95695

666-0925

Program Director

Jess Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on July 31, 1980.

The total amount of the SUBGRANT is $236,155.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title Date	Betsy A. Marchand APR 24 1979
	Name and Title Date
	Betsy A. Marchand, Chairperson Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT AGREEMENT NO. 79-182

COUNTY OF YOLO

This SUBGRANT dated this 1st day of February, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Superintendent of Schools - Project hereinafter called SUBGRANTEE.

MOVE

W I T N E S S E T H:

Recitals

Micro Fiched

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

Micro Fiched

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Program Description.

(e) Participant Planning Summary.

(f) Line Item Budget.

(g) Enrollment and Termination Plan

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 1, 1979, and shall end July 1, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 236,155, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiche

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiched

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(c) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order 4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-182.

COUNTY OF YOLO, PRIME SPONSOR

Bob G. Marshall
(Signature of Authorized Officer)

Chairperson, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

_____ 19____

(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Program

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betty A. Merchant
(Signature of Authorized Officer)

Micro Fiched

Chairperson, Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

_____ 19____

(Signature of Authorized Officer)

(Title of Authorized Officer)

SKILLS TRAINING AND IMPROVEMENT PROGRAM (STIP)

WITH YOLO COUNTY AGRIBUSINESS

PROJECT MOVE

PROGRAM DESCRIPTION

The primary goal of this project is to maximize the permanent, unsubsidized employment opportunities within agriculture through the implementation of a jointly sponsored classroom training and on-the-job training activity which insures a dual commitment between manpower training capabilities and local farmer resources. The program design facilitates the development and accquisition of improved and advanced skills necessary for year around job placement in agribusiness.

Micro Fiched

The following sub-goals provide the basis and support necessary for the facilitation and successful completion of the primary goal:

1) To identify motivated, seasonally unemployed individuals who express a desire to remain in agricultural occupations and would benefit from this type of training;

2) To provide task oriented, carefully designed advanced skills training to maximize participants' permanent agricultural employment potential; and

3) To provide on-the-job training supported by the local growers, linking classroom activities with hands-on experience in the field, and strengthening linkages for transition to unsubsidized employment.

A short course instruction timetable was developed to provide training and work experience activities at the optimum time in relation to the farmer's ability to provide hands-on experience.

The following skills have been determined desirable for permanent employment in Yolo County agribusiness, especially but not exclusively in the area of row crop production:

Basic Farm Repair and Fabrication Welding
Basic Wheel and Crawlet Tractor Operation
Fertilizer and Pesticide Application Techniques
Basic Irrigation Techniques
Basic Harvest Equipment Operation
Farm Equipment Maintenance and Repair
Program Orientation and Job Search Skills Development

Instruction of these seven courses will be negotiated with private, consultant, public, and grower-organized training resources. The final training arrangements for site, equipment, instructors, and other training supplies, are expected to be a mix of the coordinated efforts of many resources, both private and public. Lay instructions who have practical mastery of course content but no formal teaching experience can conduct the courses. The standard Designated Subjects Teaching

Credential will be used to certify instructors through a coordinated effort with the Yolo County Office of Education.

The Agricultural Training Specialist will have the primary responsibility for the coordination of training, development of on-the-job training sites in the private sector, and participant information data collection. Job transition opportunities will be strengthened by recruiting work experience sites that have the capability of absorbing trainees. Outreach staff will be responsible for providing on-going monitoring of selected program participants and facilitating the process and rate of transition, job placement and follow-up.

It will be the goal of the Project to train approximately 25 unemployed seasonal farmworkers as Agricultural Maintenance/Operator Technician. Selected participants will be only those individuals who 1) meet eligibility criteria and have a history of seasonal employment; 2) have some previous knowledge and experience in the agricultural field, and express a sincere desire to remain in the occupational area; and 3) possess the demonstrated potential to achieve success in pursuing upward mobility. Priority will be given to the selection of Mexican-American individuals, which will constitute 75% of the total number of participants. The additional 25% of program participants will be recruited throughout Yolo County relative to their incidence in the population. Both bilingual and monolingual participation in the program will be acceptable provided that some assistance and additional support can be provided by MOVE Project staff to monolingual participants.

Micro Fiched

It is intended that this program design, which provides classroom training and hands-on job experience, will result in immediate transition into unsubsidized employment with the growers who have been active participants in the program implementation. Close coordination and communication between staff and growers throughout the program will assist in the achievement of this goal.

Micro Fiched

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

CETA PROGRAM PLANNING SUMMARY

a. GRANTEE'S NAME AND ADDRESS
Yolo County Office of Education -
Project M.O.V.E.
425 Main Street
Woodland, CA 95695

b. GRANT NUMBER

c. GRANT YEAR
From October 1, 1978 To September 30, 1979

d. TYPE OF PROGRAM
1. ☐ Title I 3. ☒ Title III Specify STIP BASIC
2. ☐ Title II 4. ☐ Title VI

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

Agency Ident.	SESD	Prog. Code	Agr.	St.	P.Y.	Project Number	Sub-Proj. No.	Comp. Code	MOD. NO.	MOD. DATE MM	DD	YY

INSTRUCTIONS FOR COMPLETING SECTIONS I, II, AND III

Sec. I: A (Total Enrollments) is the sum of A.1 and A.2. B (Total Terminations) is the sum of B.1 through B.3. C (Planned Enrollments) is A minus B.

Sec. II: Enter in line (a) Enrollments in each program activity cumulatively through the grant year, and in line (b) the number of participants planned to be enrolled in each program activity at the end of each quarter; participants who are concurrently enrolled in more than one activity should be counted in each activity in which they are enrolled.

Sec. III: Enter the cumulative number of participants in each segment to be enrolled during the grant year. Participants should be counted in as many significant segment groups as are applicable.

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR TO DATE PLAN

	REPORT PERIOD	A. TOTAL ENROLLMENTS	1. Enrollments (Col. A minus Col. B)	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entering Employment	a. Direct Placements	b. Indirect Placements	c. Obtained Employment	2. Other Positive	3. Non-positive	C. PLANNED ENROLLMENTS (end of quarter)
a.	1	0	0	0	0	0	0	0	0	0	0	0
b.	2	25	25	0	0	0	0	0	0	0	1	24
a.	3	25	25	0	1	0	0	0	0	0	2	23
b.	4	25	25	0	2	0	0	0	0	0	2	23
		21	21	36	41	40	31	36	61	66	71	76

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

		A. CLASSROOM TRAINING Occup. Skills	A. CLASSROOM TRAINING Voc. Ed.	B. On the Job Training	C. Pub. Service Employment	D. Work Experience
a.	Total Enrollments	0				
b.	Currently Enrolled	0				
a.	Total Enrollments	25				
b.	Currently Enrolled	25				
a.	Total Enrollments	25				
b.	Currently Enrolled	24				
a.	Total Enrollments	25				
b.	Currently Enrolled	23				
		21	31	36	41	46

III. SIGNIFICANT SEGMENTS

SIGNIFICANT SEGMENTS	GRANT YEAR TO DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
A. Indians	0	25	25	25
B. Hispanics	0	23	23	23

SIGNIFICANT SEGMENTS	GRANT YEAR TO DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
K				
O				
M				

IV. OTHER ACTIVITIES

(Reference III)

Indicate other activities or special programs on attachments. Describe their objectives and list milestones toward their achievement in a quantitative or narrative presentation.

Micro Fiched

a. GRANTEE'S NAME AND ADDRESS
Yolo County Office of Education -
Project M.O.V.E.
425 Main Street
Woodland, CA 95695

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

CETA PROGRAM PLANNING SUMMARY

b. GRANT NUMBER

c. GRANT YEAR
From October 1, 1979 To September 30, 1980

d. TYPE OF PROGRAM
1. ☐ Title I 3. ☒ Title III Specify SIIP
2. ☐ Title II 4. ☐ Title VI BASIC

FOR REGIONAL OFFICE USE ONLY

GRANT OFFICE	STATE	CONTRACT KEY: Prog. Code	Area	St.	F.Y.	Project Number	Sub-Proj. No.	Comp. Code	MOD. NO.	MOD. DATE: MM	DD	YY	MOD. TYPE
	0												
1 2 3	4 5	6 7 8	9 10	11 12	13	14 15 16	17 18 19	20 21 22	23 24	25 26	27 28	29 30	31

INSTRUCTIONS FOR COMPLETING SECTIONS I, II, AND III

Sec. I: A (Total Enrollments) is the sum of A.1 and A.2. B (Total Terminations) is the sum of B.1 through B.3. C (Planned Enrollments) is A minus B.

Sec. II: Enter in line (a) Enrollments in each program activity cumulatively through the grant year, and in line (b) the number of participants planned to be enrolled in each program activity at the end of each quarter; participants who are continuously enrolled in more than one activity should be counted in each activity in which they are enrolled.

Sec. III: Enter the cumulative numbers of participants in each segment to be enrolled during the grant year. Participants should be counted in as many significant segment groups as are applicable.

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR-TO-DATE PLAN

	REPORT PERIOD	A. TOTAL ENROLLMENTS	1. Enrollments [DO NOT ENTER]	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entering Employment	a. Direct Referrals	b. Indirect Referrals	c. Obtained Employment	2. Other Positive	3. Non-positive	C. PLANNED ENROLLMENTS (end of quarter)
a.	1 2 7	23	0	23	1	0	0	0	0	0	1	22
b.	0 3 7	23	0	23	9	7	0	7	0	1	1	14
c.	0 6 7	23	0	23	23	19	0	19	0	3	1	0
d.	0 9 7	23	0	23	23	19	0	19	0	3	1	0
	1 2 3	23	31	35	41	44	51	56	61	64	71	75

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

			A. CLASSROOM TRAINING: Occup. Skills	B. CLASSROOM TRAINING: Voc. Ed.	C. On-the-Job Training	D. Pub. Service Employment	E. Work Experience
a.	Total Enrollments	1 2 7	23				
b.	Currently Enrolled	1 2 7	22				
a.	Total Enrollments	0 3 7	23				
b.	Currently Enrolled	0 3 7	14				
a.	Total Enrollments	0 6 7	23				
b.	Currently Enrolled	0 6 7	0				
a.	Total Enrollments	0 9 7	23				
b.	Currently Enrolled	0 9 7	0				
		31 35	75	31	35	41	45

III. SIGNIFICANT SEGMENTS

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (A)	3/31 (B)	6/30 (C)	9/30 (D)
A Low Income	23	23	23	23
B Hispanic	14	14	14	14
C				

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (A)	3/31 (B)	6/30 (C)	9/30 (D)
F				
G				
H				

IV. OTHER ACTIVITIES
(Reference III)

Indicate other activities or special programs on attachments. Describe their objectives and list milestones toward their achievement in a quantitative or narrative presentation.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 956[illegible]

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 7, 1979

Subgrantee Name and Address:
Yolo County Office of Education - Project MOVE
625 Main Street
Davis, CA 95616

Contact Person Jess M. Moreno
Phone 666-0925 Contract No. ~~Micro Fiched~~
Period: From 2-1-79 To 7-31-80
Program Name STIP Farmworker Training Program

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.						5,276		5,276
FEB.						20,024		20,024
MAR.						28,731		28,731
APR.						14,362		14,362
MAY						5,408		5,408
JUNE						19,626		19,626
JULY						5,407		5,407
AUG.						5,835		5,835
SEPT.								
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.	2,481	0		0	50	2,745	5,276
MAR.	2,181	9,780		338	4,449	3,276	20,024
APR.	2,131	10,280		368	12,676	3,276	28,731
MAY	2,081	5,640		184	3,181	3,276	14,362
JUNE	2,081	0		0	50	3,277	5,408
JULY	2,081	7,960		276	6,033	3,276	19,626
AUG.	2,081	0		0	50	3,276	5,407
SEPT.	2,081	0		0	478	3,276	5,835
TOTAL							

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

Accountant Date

Principal Administrative Analyst Date

CC 108 (10-78)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[illegible] First Street, Woodland, CA 95695

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 7, 1979

Subgrantee Name and Address:

Yolo County Office of Education - Project MOVE

425 Main Street

Woodland, CA 95695

Contact Person Jess M. Moreno

Phone 666-0925 Contract No. Micro Fiched

Period: From 2-1-79 To 7-31-80

Program Name STIP Farmworker Training Program

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.						18,102		18,102
NOV.						19,836		19,836
DEC.						5,938		5,938
JAN.						21,370		21,370
FEB.						19,852		19,852
MAR.						16,186		16,186
APR.						5,407		5,407
MAY						14,505		14,505
JUNE						5,407		5,407
JULY						4,883		4,883
AUG.						0		0
SEPT.						0		0
TOTAL						236,155		236,155

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	2,081	7,960		276	4,508	3,277	18,102
NOV.	2,081	10,280		368	3,831	3,276	19,836
DEC.	2,081	0		0	581	3,276	5,938
JAN.	2,081	10,280		368	5,365	3,276	21,370
FEB.	2,081	10,280		371	3,843	3,277	19,852
MAR.	2,081	7,660		276	2,893	3,276	16,186
APR.	2,081	0		0	50	3,276	5,407
MAY	2,081	7,330		246	1,571	3,277	14,505
JUNE	2,081	0		0	50	3,276	5,407
JULY	2,093	0		0	50	2,740	4,883
AUG.							
SEPT.							
TOTAL	38,020	87,450		3,071	49,709	57,905	236,155

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ _____

Name and Title of Authorized Official

_____ _____

Signature Date

_____ 4-24-79

Accountant Date

_____ 4-24-79

Principal Administrative Analyst Date

YC 108 (10-78)

PERATING BUDGET

ONTRACT NO. STIP FY 79 PAGE 1

XXXXXXXXXX NAME AND ADDRESS

Yolo County Employment & Training Administratio

Room 102, Courthouse

Woodland, CA 95695

Micro Fiched

MINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	11,214				
SALARIES & WAGES	17,945				
FRINGE BENEFITS	4,511				
FICA	671				
Workers' Compensation	300				
Retirement	1,736				
Health & Life Insurance	1,625				
Unemployment Compensation Ins.	179				
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
ONSULTANT & PROFESSIONAL SERVICES	1,350				
Bookkeeping	1,350				
Legal					
Program Tech. Assist.					
PACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
NSUMABLE SUPPLIES	900				
Office Supplies	900				
Cleaning & Janitorial Supplies					
MMUNICATION COST	470				
Telephone & Telegraph	200				
Postage	270				
HER COST	1,380				
Photocopy & Xerox	1,080				
Rental - Office Equipment					
Maintenance & Repair -Equipment					
id. & Gen. Insurance					
ncl. Expenses	300				
IPMENT	250				
ffice Equipment	250				
ffice Furniture & Fix.					
TOTAL	38,020				

ADMINISTRATIVE SUBGRANTEE)

ERATING BUDGET

NTRACT NO. STIP FY 79 PAGE 2

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Employment & Training Administration

Room 102, Courthouse

Woodland, CA 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
623	623	623	623	623	623	623	623
997	997	997	997	997	997	997	997
250	250	250	250	250	250	250	250
37	37	37	37	37	37	37	37
17	17	17	17	17	17	17	17
96	96	96	96	96	96	96	96
90	90	90	90	90	90	90	90
10	10	10	10	10	10	10	10
75	75	75	75	75	75	75	75
75	75	75	75	75	75	75	75
50	50	50	50	50	50	50	50
50	50	50	50	50	50	50	50
26	26	26	26	26	26	26	26
11	11	11	11	11	11	11	11
15	15	15	15	15	15	15	15
60	60	60	60	60	60	60	60
60	60	60	60	60	60	60	60
250	0	0	0	0	0	0	0
250	0	0	0	0	0	0	0
2,481	2,181	2,131	2,081	2,081	2,081	2,081	2,081

PERATING BUDGET

ONTRACT NO. STIP FY 80 PAGE 3

Subgrantee Name and Address

Yolo County Employment & Training Administration

Room 102, Courthouse

Woodland, Ca 95695

Micro Fiched

DMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST		623	623	623	623
SALARIES & WAGES		997	997	997	997
FRINGE BENEFITS		250	250	250	250
FICA		37	37	37	37
Workers' Compensation		17	17	17	17
Retirement		96	96	96	96
Health & Life Insurance		90	90	90	90
Unemployment Compensation Ins.		10	10	10	10
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES		75	75	75	75
Bookkeeping		75	75	75	75
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
ONSUMABLE SUPPLIES		50	50	50	50
Office Supplies		50	50	50	50
Cleaning & Janitorial Supplies					
OMMUNICATION COST		26	26	26	26
Telephone & Telegraph		11	11	11	11
Postage		15	15	15	15
THER COST		60	60	60	60
Photocopy & Xerox		60	60	60	60
Rental - Office Equipment		0	0	0	0
Maintenance & Repair -Equipment		0	0	0	0
Fid. & Gen. Insurance		0	0	0	0
Uncl. Expenses		0	0	0	0
UIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL		2,081	2,081	2,081	2,081

(COOPERATIVE SUBGRANTEE)

RATING BUDGET

TRACT NO. STIP FY 80 PAGE 4

SUBGRANTEE NAME AND ADDRESS

Yolo County Employment & Training Administratio
Room 102, Courthouse
Woodland, CA 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
623	623	623	623	623	623		
997	997	997	997	997	996		
250	250	250	250	250	261		
37	37	37	37	37	42		
17	17	17	17	17	11		
96	96	96	96	96	104		
90	90	90	90	90	95		
10	10	10	10	10	9		
75	75	75	75	75	75		
75	75	75	75	75	75		
50	50	50	50	50	50		
50	50	50	50	50	50		
26	26	26	26	26	28		
11	11	11	11	11	13		
15	15	15	15	15	15		
60	60	60	60	60	60		
60	60	60	60	60	60		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
2,081	2,081	2,081	2,081	2,081	2,093		

[illegible] NAME AND ADDRESS

Yolo County Employment & Training Administration

Room 102, Courthouse

Woodland, CA 95695

TING BUDGET

ACT NO. STIP FY 79 PAGE 1

Micro Fiched

ROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
OWANCES	87,450				
asic	87,450				
ependents					
ncentive					
ther Additional					
RGE BENEFITS	3,071				
orkers' Comp. Insur.	3,071				
INING	49,709				
taff Salaries	16,352				
taff Fringe Benefits	5,069				
taff Travel	528				
pecial Program Tech. Assist.	2,100				
ubcontractor Training Cost					
lassroom Space Cost	4,800				
upplies	900				
elephone					
ooks & Educational Aids	7,000				
uition & Ent. Fees					
ental - Equipment					
ffice Equipment					
raining Equipment	12,960				
ncl. Training Cost					
RVICES	57,905				
taff Salaries	32,580				
taff Fringe Benefits	10,099				
taff Travel	2,496				
pec. Prog. Tech. Assist.	-0-				
pace Cost	2,700				
upplies	270				
elephone	1,260				
ransportation	8,500				
hild Care					
edical Assist.					
ent Assist.					
onding Assist.					
ental Equipment					
ffice Equipment					
ncl. Services Cost					
L NON-ADMINISTRATIVE COST	198,135				
ISTRATIVE COST	38,020				
L - CLASSROOM TRAINING	236,155				

...STER TRAINING)

...RATING BUDGET

...NTRACT NO. STIP FY 79 PAGE 2

...SUBGRANTEE'S NAME AND ADDRESS

Yolo County Em...yment & Training Administration

Room 102, Courthouse

Woodland, CA 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
0	9,780	10,280	5,640	0	7,960	0	0
0	9,780	10,280	5,640	0	7,960	0	0
0	338	368	184	0	276	0	0
0	338	368	184	0	276	0	0
50	4,449	12,676	3,181	50	6,033	50	478
0	2,289	1,635	1,144	0	1,553	0	327
0	710	507	355	0	456	0	101
0	0	64	32	0	74	0	0
0	300	300	300	0	300	0	0
0	600	600	300	0	600	0	0
50	50	50	50	50	50	50	50
0	500	1,000	1,000	0	1,000	0	0
0	0	8,520	0	0	2,000	0	0
2,745	3,276	3,276	3,276	3,277	3,276	3,276	3,276
1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810
561	561	561	561	561	561	561	561
139	139	139	139	139	139	139	139
0	0	0	0	0	0	0	0
150	150	150	150	150	150	150	150
15	15	15	15	15	15	15	15
70	70	70	70	70	70	70	70
0	531	531	531	532	531	531	531

...4b (rev. 10/78)

PERATING BUDGET

CONTRACT NO. STIP FY 80 PAGE 3

Yolo County Employment & Training Administration
Room 102, Court House
Woodland, CA 95695

Micro Fiched

ASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES		7,960	10,280	0	10,280
Basic		7,960	10,280	0	10,280
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS		276	368	0	368
Workers' Comp. Insur.		276	368	0	368
TRAINING		4,508	3,831	581	5,365
Staff Salaries		1,553	1,635	400	1,762
Staff Fringe Benefits		456	507	131	579
Staff Travel		74	74	0	74
Special Program Tech. Assist.		300	0	0	300
Subcontractor Training Cost					
Classroom Space Cost		600	600	0	600
Supplies		50	50	50	50
Telephone					
Books & Educational Aids		1,000	0	0	2,000
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment		475	965	0	0
Uncl. Training Cost					
ERVICES		3,277	3,276	3,276	3,276
Staff Salaries		1,810	1,810	1,810	1,810
Staff Fringe Benefits		561	561	561	561
Staff Travel		139	139	139	139
Spec. Prog. Tech. Assist.		0	0	0	0
Space Cost		150	150	150	150
Supplies		15	15	15	15
Telephone		70	70	70	70
Transportation		532	531	531	531
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
AL NON-ADMINISTRATIVE COST					
INISTRATIVE COST					
AL - CLASSROOM TRAINING					

04b (rev. 10/78)

ERATING BUDGET

NTRACT NO. STIP FY 80 PAGE 4

Yolo County Employment & Training Administration
Room 102, Court[illegible]ouse
Woodland, CA 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
10,280	7,660	0	7,330	0	0		
10,280	7,660	0	7,330	0	0		
371	276	0	246	0	0		
371	276	0	246	0	0		
3,843	2,893	50	1,571	50	50		
1,762	1,146	0	1,146	0	0		
557	355	0	355	0	0		
74	42	0	20	0	0		
300	0	0	0	0	0		
600	300	0	0	0	0		
50	50	50	50	50	50		
0	500	0	0	0	0		
500	500	0	0	0	0		
3,277	3,276	3,276	3,277	3,276	2,740		
1,810	1,810	1,810	1,810	1,810	1,810		
561	561	561	561	561	562		
139	139	139	139	139	133		
0	0	0	0	0	0		
150	150	150	150	150	150		
15	15	15	15	15	15		
70	70	70	70	70	70		
532	531	531	532	531	0		

4b (rev. 10/78)

ROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III STIP II

rogram STIP II - M.O.V.E.

iscal Year FY 80

[X] Original

[ ] Revision #

Micro Fiched

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
. Total Cumulative Enrollments	23	23	23	23	23	23	23	23	23	23	23	23
. Total Enrollments by Month	23	0	0	0	0	0	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	23											
4. Intratitle (Another Activity)												
. Total Terminations by Month	1	0	0			7	2	4	9			
1. Entering Employment						7	2	4	6			
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment						7	1	3	0			
2. Other Positive				0	1	0			1			
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	1	0	0						2			
4. Intratitle												
CURRENT ENROLLMENT	22	22	22	22	22	15	13	9	0	0	0	0
ignificant Segments Enrolled - Cumulative												
A.												
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

OLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III STIP

Program STIP II - M.O.V.E.

Fiscal Year 1979

[X] Original

[ ] Revision #

Micro Fiched

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
Total Cumulative Enrollments						25	25	25	25	25	25	25
Total Enrollments by Month						25	-	-	-	-	-	-
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)							1			1		
Total Terminations by Month						0	0	0	0	0	0	0
1. Entering Employment												
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive							1			1		
4. Intratitle												
CURRENT ENROLLMENT						25	24	24	24	23	23	23
gnificant Segments Enrolled - Cumulative												
A. Low Income						25	25	25	25	25	25	25
B. Hispanic						15	15	15	15	15	15	15
C.												
D.												
E.												
F.												
G.												
H.												
I.												

Book

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION AGREEMENT NO. 79-183 DATE 4-4-79

Title: VI Projects Modification Number 001 Contract Number 79-86

Program: Washington Fire Protection District

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 24,072 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

On March 20, 1979 the Board of Supervisors authorized a subgrant of $36,108 to Washington Fire Protection District for the Title VI Project - Master Index for Fire Prevention and Control. A contract was prepared and approved for $12,036. This modification increases the amount of that contract to the full $36,108.

FILED

JUL 16 1979

PETER McNAMEE, Clerk

By Victoria D'Angelo Deputy

MODIFICATION

1. The attached position listing and operating budget supersede those currently in the contract.

$36,108
New grand total and fixed price

Ken F. Saunders, Jr. 5/1/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer APR 24 1979 Date

OCTO 1 1978
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street. Woodland, CA [redacted]695

CETA TITLE VI OPERATING BUDGET

Project

☐ ORIGINAL ☐ REVISION NO. _____ DATE 4-10-79

Subgrantee Name and Address:

Washington Fire Protection District
317 Third Street
Broderick, CA 95605

Contact Person Ken Sawitsky
Phone 372-0424 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Master Index for Fire Prevention and Control

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			3,009					3,009
APR.			3,009					3,009
MAY			3,009					3,009
JUNE			3,009					3,009
JULY			3,009					3,009
AUG.			3,009					3,009
SEPT.			3,009					3,009
OCT.			3,009					3,009
NOV.			3,009					3,009
DEC.			3,009					3,009
JAN.			3,009					3,009
FEB.			3,009					3,009
TOTAL			36,108					36,108

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,325	684			3,009
APR.			2,325	684			3,009
MAY			2,325	684			3,009
JUNE			2,325	684			3,009
JULY			2,325	684			3,009
AUG.			2,325	684			3,009
SEPT.			2,325	684			3,009
OCT.			2,325	684			3,009
NOV.			2,325	684			3,009
DEC.			2,325	684			3,009
JAN.			2,325	684			3,009
FEB.			2,325	684			3,009
TOTAL			27,900	8,208			36,108

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Ken F. Sawitsky Jr., Acting Chief
Name and Title of Authorized Official

x Ken F. Sawitsky Jr. 7/12/79
Signature Date

For CETA Approval Only:

Accountant Date 4-20-79

Principal Administrative Analyst Date 4-24-79

YC 108 (10-78)

POSITING LISTING

TITLE VI PROJECTS

WASHINGTON FIRE PROTECTION DISTRICT

MASTER INDEX FOR FIRE PREVENTION AND CONTROL

	POSITION	SALARY 3-15-79 to 3-14-80	BENEFITS	TOTALS
				Micro Fiched
Three	Assistant Workers			
	12 mos @ 775/228	$27,900	$8,208	$36,108

BK

County of
Local Agency Yolo
Date March 30, 1979
Supplement No. 7
To Local Agency-State
Agreement No. 03-5922
03-Yol-0-CR
RRP-F057(001)
15th St. @ SNR RR
Xing No. 8-91.4

AGREEMENT NO. 79-184

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

Micro Fiched

County of Yolo
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on 7/17/72 X, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~Ltr~~ County Resolution No. X approved by the ~~Xxx~~ ~~Council~~/County Board of Supervisors on X (See copy attached).

County of Yolo
Local Agency

By _____
Title Chairman, Board of Supervisors

Attest: PETER McNAMMAR
Clerk
By _____ Deputy

Approved for State

_____
District Director of Transportation

_____
Date

District 03
Department of Transportation

Form DH-OLA-431 (Rev. 3/78)

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

_____ Accounting Officer $ 89,250.00

Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source			
359	1978	1564(A)	1978-79	HC42	2220	AF506			$74,925.00
357	1978	1573	1978-79	Hers	226	AS644			8,325.00

Approved as to Form
Dated _____
_____
County Counsel of Yolo County

PROGRAM

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

03-Yol-0-CR

Date: March 30, 1979

PROGRAM SUPPLEMENT NO.: 7
TO MASTER AGREEMENT NO. 03-5922

Local Agency: County of Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
	In the County of Yolo on 15th St. at SNR RR Grade Crossing No. 8-91.4.			151.3 Funds
RRP-F057(001)	Install No. 9 automatic gates to replace existing wigwags by Railroad Force Account.	$83,250	$74,925	$8,325

Local Agency Funds unless otherwise specified

Micro Fiched

Special Covenants or Remarks: 1. The cost of maintenance of the crossing shall be as allocated by Public Utilities Commission. 2. All costs shown are estimates. The Final Total Project Cost will be determined by either the sum of Railroad Force's actual material, labor and overhead charges for construction, plus State's charge for construction inspection or the amount set forth as the State's maximum liability in the Service Contract between the State and the Railroad Company, plus State's charge for construction inspection, whichever is less. Local Agency's share shall be 10% of the Final Total Project Cost. 3. See attached Special Covenant for use of 151.3 Funds.

DH-OLA 431

Date: March 30, 1979

Program Supplement No. 7
Local Agency: County of Yolo

SPECIAL COVENANT for use of Item 151.3 Funds

Funds required to match Federal Highway Funds in the project will be provided by the State as authorized by Item 151.3 of the Budget Act of 1978 and allocated by the California Transportation Commission.

In the event Item 151.3 funds less than the amount shown are required as a result of a low bid, the excess will be returned to the county allocation.

Micro Fiched

In the event Item 151.3 funds greater than the amount shown are required as a result of a high bid, the required amount may be added subject to the availability of funds in the county allocation.

Item 151.3 funds in the project will be limited to the amount required to match the Federal funds shown in the Detail Estimate which is prepared when bids are opened.

After completion of the final cost accounting for a project, any unexpended Item 151.3 funds will revert to (1) the county allocation provided that the final cost accounting is completed before April 1, 1979; or (2) the statewide allocation provided that the final cost accounting is completed between April 1, 1979 and June 30, 1979; or (3) to the Item 151.3 appropriation provided that the final cost accounting is completed subsequent to June 30, 1979.

Yolo County
AGREEMENT NO. 79-185

THIS AGREEMENT, MADE AND ENTERED INTO THIS

24th DAY OF APRIL, 1979

BY AND BETWEEN

CITY OF WOODLAND,
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY"

Micro Fiched

AND

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

FILED
APR 24 1979
PETER McNAMEE, Clerk
By [signature] Deputy

WHEREAS, CITY and COUNTY contemplate improvement of Gibson Road (County Road 24) from East Street (State Highway Route 113) to County Road 101, a portion of which is situated within the City, and a portion of which is situated within the COUNTY, and desire to specify herein the terms and conditions under which said improvement is to be constructed and financed.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

Micro Fiched

SECTION I

COUNTY AGREES:

(1) To construct the improvement hereinbefore mentioned, through construction by contract with construction contractor licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of COUNTY.

(2) To acquire all necessary right of way, to prepare plans and specifications and provide all necessary construction engineering services for the above-mentioned contract, and to bear the entire expense thereof except for the amounts to be paid by CITY as set forth in Sections II, Articles 1,2,3,4 and 5.

(3) To bear COUNTY'S proportionate share of construction costs required to complete the improvement referred to herein, such share to be a sum bearing the same proportion to the total cost of the above-mentioned construction as the project area under jurisdiction of COUNTY bears to the total project area.

COUNTY'S share of the improvement and the related costs as mentioned above is estimated to be $184,000. The actual amount of COUNTY'S share will be determined after the construction is completed.

SECTION II

Micro Fiched

CITY AGREES:

(1) To deposit with COUNTY within 30 days of receipt of billing therefore (which billing will be forwarded immediately following COUNTY'S bid advertising date of a construction contract for the aforesaid improvement, the amount of $33,000 which figure represents CITY'S estimated share of the expense of preparation of plans and specificiations, acquiring right of way, construction engineering, and construction costs required to complete the improvement referred to herein.

(2) The actual amount of CITY'S share of the construction costs will be determined after completion of work and a financial settlement made upon final account of costs. Said share will be a sum bearing the same proportion to the total cost of the above-mentioned construction as the project area under jurisdiction of the CITY bears to the total project area.

(3) The actual amount of CITY'S share of the expense of preparing plans and specifications, (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with COUNTY'S standard accounting procedures) shall be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of the above-mentioned preparation of plans and specifications as the project area under jurisdiction of CITY bears to the project area.

Micro Fiched

(4) That actual amount of CITY'S share of the expense of construction engineering (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with COUNTY'S standard accounting procedures) shall be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of the above-mentioned construction engineering as the project area under jurisdiction of CITY bears to the total project area.

(5) The actual amount of CITY'S share of the right of way costs will be determined after completion of acquisition of right of way. Said share will be the actual purchase cost of the right of way acquired within the CITY plus a sum bearing the same proportion to the total cost of acquisition as the portion of acquired right of way within the CITY bears to the total right of way acquired.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(1) COUNTY shall not award a contract for the work unless and until receipt of CITY'S deposit required in Section II(1).

(2) That neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Micro Fiched

(3) That neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined

by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement.

(4) That, should any portion of the project be financed with Federal Funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

Micro Fiched

(5) If upon acceptance of bids, it is found the amount deposited by CITY is in excess of the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs and acquistion of right of way costs, the balance remaining shall be promptly refunded by COUNTY to the CITY. If, however, the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs, and acquisition of right of way costs exceeds the amount deposited by CITY, CITY will promptly, upon receipt of claim therefor, pay its portion of the amount of said excess to COUNTY. If the excess in either case is less than one thousand dollars ($1,000), a refund or demand of additional deposit will be waived until final accounting.

(6) That should work to be performed by COUNTY on behalf of CITY and COUNTY pursuant to this Agreement, based on unit bid prices of the responsible low bidder, indicate that said cost will exceed the estimates by no more than 25% as set forth in this Agreement, the COUNTY may award the contract. That should the estimates be exceeded by more than 25%, COUNTY will notify CITY of the revised estimate of final cost. COUNTY may award contract upon written approval by the CITY within a period not to exceed ten (10) days after notification.

(7) In the event that construction of the improvement is terminated, the full amount of all costs incurred prior to termination shall be borne by the party requesting termination.

Micro Fiched

In the event that the decision to terminate is mutally agreeable to all parties, the above cost shall be shared jointly in direct proportion to the project area under jurisdiction of each respective party.

(8) That upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in the agency having jurisdiction thereon and no further agreement will be necessary to transfer ownership to said agencies.

(9) That in the event there are existing public and private utilities which conflict with the construction of the project, COUNTY will make all necessary arrangements with the owners of said utilities for their removal or relocation in accordance with the applicable law or the provisions of any franchise which is in

effect with the respective utility owners at the time of construction of the project. COUNTY will inspect the removal or relocation of said utilities. If there are no existing provisions for removal or relocation of utilities between CITY and COUNTY and the owners of said utilities, CITY and COUNTY will share in the cost of said removal or relocation in the amount of 50% CITY and 50% COUNTY.

Micro Fiched

(10) That indirect costs (functional and administrative overhead assessment) atributable to design engineering and construction engineering, (applied in accordance with COUNTY'S standard accounting procedures) are to be shared between CITY and COUNTY on an equal (pro-rata) basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

CITY OF WOODLAND

By _____
Mayor

Attest: _____
City Clerk

Micro Fiched

Approved as to Form
and Procedure:

_____
City Attorney

COUNTY OF YOLO

By _____
Chairperson,
Board of Supervisors

Attest: PETER McNAMEE, COUNTY CLERK
Clerk of the Board of
Supervisors

By _____
Deputy

Approved as to Form
and Procedure:

_____, Deputy
County ~~Attorney~~ Counsel

345

Book 9

AGREEMENT No. 79-186

THIS AGREEMENT, made and entered into this _____ day of _____, 1979, by and between Michael Lee, hereinafter referred to as LESSOR, and Economic Opportunity Commission of Yolo County, Inc., hereinafter referred to as LESSEE,

W I T N E S S E T H:

IT IS HEREBY MUTUALLY AGREED as follows:

Micro Fiched

1. LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR, on the terms and conditions hereinafter set forth, that certain real property and building situated in the County of Yolo, State of California, known as 440-442 College Street, Woodland, California.

2. The term of this lease shall be for a period of one (1) year, commencing May 1, 1979, and terminating April 30, 1980.

3. LESSEE shall pay to LESSOR rent for said premises in the sum of One Thousand Dollars ($1,000.00) per month, which shall be due and payable on the first day of each and every month. The rent of $1,000 shall commence July 1, 1979. Rent for May, 1979, and June, 1979, shall be in the amount of $900.00 per month.

4. LESSEE shall make no alterations to the premises without the prior written consent of LESSOR, but LESSEE agrees, upon termination of the lease, or extensions thereof, to return said premises in the same or as good a condition, taking into consideration normal wear and tear use, as said premises are at the time of execution of this agreement. Any alterations so made shall be at the sole cost and expense of LESSEE.

5. LESSOR is responsible for demonstrating the building meets use requirements, health and safety requirements, fire requirements, and parking

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 1 WOODLAND, CA 95695 (916) 666-8172

requirements prior to the LESSEE taking possession of the building. LESSOR covenants that the building is in conformance with all applicable building, fire, health and safety codes.

6. The premises shall be used and occupied for the purposes of offices or similar facility.

7. LESSEE shall pay all charges for electricity, gas, heat, cooling, telephone, janitorial service, water and garbage.

Micro Fiched

8. LESSOR shall pay all real property taxes assessed against the premises and maintain fire insurance for the building. LESSEE shall maintain fire and water damage insurance on the personal property and inventory in said building and shall hold LESSOR harmless from any damage therefrom. LESSEE shall obtain, at their sole cost and expense, adequate liability insurance which insurance policy shall insure the contingent liability of LESSOR in the sum of $250,000.00 per injury and $1,000,000.00 per accident.

9. LESSOR shall, at his sole cost and expense, maintain the foundation and exterior walls, roof, heating, cooling, and plumbing systems.

10. LESSEE shall not commit or suffer to be committed any waste upon said premises or public or private nuisance, or other act or thing which may disturb the quiet enjoyment of other users of the adjoining buildings.

11. LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims arising from any act, omission, or negligence of LESSEE or their contractors, licensee, agents, members, servants, employees, and invitees.

12. LESSEE shall not assign this lease or any interest therein, or the option herein, and shall not lease or sublet said premises or any part thereof, without the prior written consent of LESSOR.

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 1271 WOODLAND, CA 95695 (916) 666-8172

13. In case the premises shall be partially or totally destroyed so as to become partially or totally unusable, the same shall be repaired or rebuilt as speedily as possible at the expense of the LESSOR, unless LESSOR elects not to repair or rebuild as provided in subparagraph (a), and should there be a substantial interference with LESSEE'S business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

(a) If more than fifty percent (50%) of the lease premises shall be destroyed or so damaged by fire or other casualty as to become wholly unusable, the LESSOR may, if he so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or he may give notice terminating this Lease as of the date not later than thirty (30) days after any such damage or destruction. If LESSOR elects to repair or rebuild the building, he shall, within thirty (30) days after such damage or destruction, give LESSEE notice of his intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild.

Micro Fiched

14. The terms, covenants, and conditions herein contained shall apply to and bind and inure to the heirs, successors, administrators, and permitted assigns of the parties hereto.

15. The parties hereby agree that should funding for LESSEE terminate prior to the expiration of the lease, this lease shall terminate on the effective funding termination date.

16. If LESSEE shall remain in possession of the premises after the expiration of the lease terms and without executing a new lease, such holding over shall be construed as a tenancy from month to month, subject to all of the conditions, provisions, and obligations of this lease insofar as the same are

applicable to month to month tenancy.

17. In case any legal action is necessary to enforce the provisions of this agreement, the unsuccessful litigant in any such action shall pay the successful litigant reasonable attorney's fees and court costs.

18. If LESSEE is not in default of the terms and conditions of this lease, LESSOR hereby grants LESSEE the right to renew this lease for an additional term of one (1) year, upon the same terms and conditions set forth in the original lease, except the parties shall negotiate the rental for said additional term, based on the current cost of living index.

Micro Fiched

The option to renew the lease for an additional term shall be exercised by sixty (60) days written notice to LESSOR, indicating LESSEE'S intent to renew the lease and to negotiate rental terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR:

MICHAEL LEE

LESSEE:

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.

BY
CARY GROSSMAN, CHAIRPERSON

BY
AUDREY L. SMITH, EXECUTIVE DIRECTOR

AGREEMENT No. 79-187

THIS AGREEMENT, made and entered into this _____ day of _____, 1979, by and between Michael Lee, hereinafter referred to as LESSOR, and Economic Opportunity Commission of Yolo County, Inc., hereinafter referred to as LESSEE,

W I T N E S S E T H:

IT IS HEREBY MUTUALLY AGREED as follows:

Micro Fiched

1. LESSOR hereby leases to LESSEE, and LESSEE hereby hires from LESSOR, on the terms and conditions hereinafter set forth, that certain real property and building situated in the County of Yolo, State of California, known as 415 Lincoln Avenue, Woodland, California.

2. The term of the lease shall be for a period of one (1) year commencing July 1, 1979, and terminating June 30, 1980.

3. LESSEE shall pay to LESSOR rent for said premises in the sum of Two Hundred Twenty-Five Dollars ($225.00) per month, which shall be due and payable on the first day of each and every month. LESSEE shall pay the sum of Four Hundred Fifty Dollars ($450.00) on July 1, 1979, said sum representing rent for the first and last months of the term of the lease.

4. LESSEE shall make no alterations to the premises without the prior written consent of LESSOR, but LESSEE agrees, upon termination of the lease, or extensions thereof, to return said premises in the same or as good a condition, taking into consideration normal wear and tear use, as said premises are at the time of execution of this agreement.

5. LESSOR is responsible for demonstrating the building meets use requirements, health and safety requirements, fire requirements and parking requirements prior to the LESSEE taking possession of the building. LESSOR

covenants that the building is in conformance with all applicable building, fire, health and safety codes. LESSOR agrees to have necessary work performed so the building will meet all State requirements for day care centers, including installation of a six foot fence, fire alarm system, ramp for access by handicapped persons, central heat/air conditioning and toilet facilities. Said work is to be completed by May 1, 1979.

6. The premises shall be used and occupied for the purposes of a Head Start preschool or similar facility.

Micro Fiched

7. LESSEE shall pay all charges for electricity, gas, heat, cooling, telephone, janitorial service and any other utility services used for 415 Lincoln Avenue.

8. LESSOR shall pay all real property taxes assessed against the premises and maintain fire insurance for the building. LESSEE shall maintain fire and water damage insurance on the personal property and inventory in said building and shall hold LESSOR harmless from any damage therefrom. LESSEE shall obtain, at their sole cost and expense, adequate liability insurance which insurance policy shall insure the contingent liability of LESSOR in the sum of $250,000.00 per injury and $1,000,000.00 per accident.

9. LESSOR shall, at his sole cost and expense, maintain the foundation and exterior walls, roof, heating, cooling, and plumbing systems.

10. LESSEE shall not committ or suffer to be committed any waste upon said premises or public or private nuisance, or other act or thing which may disturb the quite enjoyment of other users of the adjoining buildings.

11. LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims arising from any act, omission, or negligence of LESSEE or his contractors, licensee, agents, members, servants, employees and invitees.

OFFICE OF THE COUNTY CLERK COUNTY OF YOLO P. O. BOX 271 WOODLAND, CA 95695

12. LESSEE shall not assign this lease or any interest therein, or the option herein, and shall not lease or sublet said premises or any part thereof, without the prior written consent of LESSOR.

13. In case the premises shall be partially or totally destroyed so as to become partially or totally unusable, the same shall be repaired or rebuilt as speedily as possible at the expense of the LESSOR, unless LESSOR elects not to repair or rebuild as provided in subparagraph (a), and should there be a substantial interference with LESSEE'S business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

Micro Fiched

(a) If more than fifty percent (50%) of the leased premises shall be destroyed or so damaged by fire or other casualty as to become wholly unusable, the LESSOR may, if he so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or he may give notice terminating this lease as of a date not later than thirty (30) days after any such damage or destruction. If LESSOR elects to repair or rebuild the building, he shall, within thirty (30) days after such damage or destruction, give LESSEE notice of his intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild.

14. The terms, covenants, and conditions herein contained shall apply to and bind and inure to the heirs, successors, administrators, and permitted assigns of the parties hereto.

15. The parties hereby agree that should funding for LESSEE terminate prior to the expiration of the lease, this lease shall terminate on the effective funding termination date.

16. If LESSEE shall remain in possession of the premises after the expiration

of the lease terms and without executing a new lease, such holding over shall be construed as a tenancy from month to month, subject to all of the conditions, provisions, and obligations of this lease insofar as the same are applicable to month to month tenancy.

17. In case any legal action is necessary to enforce the provisions of this agreement, the unsuccessful litigant in any such action shall pay the successful litigant reasonable attorney's fees and court costs.

18. If LESSEE is not in default of the terms and conditions of this lease, LESSOR hereby grants LESSEE the right to renew this lease for an additional term of one (1) year, upon the same terms and conditions set forth in the original lease, except the parties shall negotiate the rental for said additional term.

Micro Fiched

The option to renew the lease for an additional term shall be exercised by sixty (60) days written notice to LESSOR, indicating LESSEE'S intent to renew the lease and to negotiate rental terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR:

MICHAEL LEE

LESSEE:

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.

BY
GARY GROSSMAN, CHAIRPERSON

BY
AUDREY L. SMITH, EXECUTIVE DIRECTOR

BOOK

Yolo County
Agreement No. 79-188

STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

☑ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 7 day of February, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Executive Officer	State Solid Waste Management Board	58-169-2601G

hereafter called the State, and

County of Yolo
hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This agreement sets forth the terms and conditions of a grant from the State of California, acting through the Solid Waste Management Board, to The County of Yolo, hereinafter referred to as the "Grantee", pursuant to the Litter Control, Recycling and Resource Recovery Act of 1977, Chapter 1, Division 7.8 of the Government Code.

Micro Fiched

The purpose of this grant is to provide funds to the Grantee from the Solid Waste Management Board to carry out provisions of Government Code sections 68043 & 68049 by controlling litter in California. The amount of this grant shall not exceed $ 33,354. The term of this grant agreement shall run from 4/16/79 to 6-30-80, but Grantee shall not begin work under this agreement until it has been fully executed and, if needed, approved by the State Departments of General Services and of Finance. Until this agreement has been executed and approved, Grantee shall not begin work based on this grant agreement.

FILED
JUL - 2 1979
PETER McNAMEE, Clerk
By Barbara A. Hodgson DEPUTY

APPROVED
Robert Agnello
Department of Finance

Approved as to Form
Date
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: State Solid Waste Management Board	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): John J. Mulé	BY (AUTHORIZED SIGNATURE): Betsey A. Marchand
TITLE: Deputy Executive Officer	TITLE: Chairman, Bd. of Supervisors
	ADDRESS: 292 West Beamer Street, Woodland, CA 95695

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 33,354	LCRRRA	General

UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	174	359	1978	78/79

AMT. INCREASING ENCUMBRANCE: $ — FUNCTION:

AMT. DECREASING ENCUMBRANCE: $ — LINE ITEM ALLOTMENT: (68043 - $26,885) (68049 - $6,469)

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Margaret L Richards — DATE: 4-13-79

I hereby certify that all conditions and exemptions set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER DESIGNATED BY THE AGENCY — DATE

FORM ☐ POLICY ☐ BUDGET ☐

Department of General Services
APPROVED
JUN 14 1979
BY
Ass't. Chief Counsel

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. In interpreting this agreement, the following terms shall have the meanings given to them below, unless the context clearly indicates otherwise.

   a. "Act" means the State Litter Control, Recycling and Resource Recovery Act of 1977, set forth at Government Code sections 68000 et seq.

   b. "Grantee" means the party who shall receive the funds granted by this agreement and shall perform the terms and conditions set forth herein.

   c. "Project" means the work to be accomplished by the Grantee under this agreement, as described in the Scope of Work, Attachment A, and in other terms of this agreement.

   d. "Litter Control Grant" means any grant made to Grantee pursuant to sections 68043, 68048, 68049, and 68050 of the Government Code.

e. "Term" means the time during which this agreement will be performed by the Grantee.

f. "Scope of Work" means the description of the work which the Grantee will carry out, as set forth in Grantee's application for this grant. The Scope of Work is made a part of this agreement and is set forth as part of the application (Attachment A).

9. Grantee agrees to all terms and conditions of this agreement.

10. Performance shall commence upon the State's approving this agreement. This agreement is of no force and effect until such approval has been given.

Micro Fiched

11. a. Subject to the availability of grant monies under the Act, the State hereby grants the Grantee a sum of money not to exceed the amount set forth on page one of this agreement, in consideration of, and under the condition that, such sum be expended in carrying out the purposes of the Act in the manner stated in the Scope of Work (Attachment A) and under the terms and conditions set forth in this agreement.

b. In order to carry out the intent of the Legislature as stated in Government Code section 68042(d), Grantee agrees that it shall use the funds provided by this grant to supplement and not replace funding presently existing for the same purposes that this grant will serve.

c. The Grantee agrees to expend the grant monies granted herewith prior to the expiration date of this agreement.

12. Funds paid to the Grantee pursuant to this agreement may be used for salaries, wages, equipment, and materials insofar as such purchases are not in conflict with the purposes of the section or sections of the Government Code under which this grant is made, the Scope of Work, and other terms, conditions, provisions, and requirements of this agreement.

13. a. Requests for payment of grant funds shall be submitted no more often than quarterly by the Grantee in accordance with the State's advance payment request procedures listed in Attachment C.

b. Payment will be made not more than once per calendar quarter, upon submission by the Grantee of a quarterly request for advance payment and a financial report detailing or verifying the previous quarter's expenditures.

c. All payments are expressly conditioned upon submission to the State of the above-mentioned itemized request and report, certified by the Grantee. All payments will be for deliveries or services performed within the effective dates of this grant unless this agreement is specifically modified in writing to provide a later completion date.

d. Quarterly advance payments shall be withheld by the State as security for Grantee's performance pending submission of a financial report detailing the previous quarter's expenditures. Each financial report shall be submitted to the State along with supporting documents which describe and document to the State's satisfaction the work performed, activities undertaken, or other progress of the project. The financial report and supporting documents must itemize and break down all allowable costs into budget object categories; for example, personnel, fringe benefits, travel, equipment, supplies, contractual services, construction, indirect charges, etc. The financial report and the documents supporting it shall be submitted to: Solid Waste Management Board, P.O. Box 1743, Sacramento, CA 95808, Attention: Christy Maciel .

Micro Fiched

e. The Grantee shall submit a final financial report detailing expenditures of funds during the grant period within sixty (60) days after satisfactory completion of this grant.

f. If mileage and per diem are paid, it shall not be in an amount greater than that allowed to State employees under the State Board of Control rules.

g. The amount to be paid the Grantee under this agreement includes all State costs of the project described in the Scope of Work in Attachment A, including direct labor; operation overhead; out of pocket expenses for travel and subsistence; subcontracting services; data processing; report reproduction costs; and sales and use taxes incurred pursuant to this agreement, including any such taxes due on equipment purchased by the Grantee. The Grantee shall not receive additional compensation or reimbursement for the same costs which are paid by the State and shall not decrease work to compensate therefor.

h. In the event that Grantee fails to provide a quarterly or final financial report, Grantee shall forfeit further payments under this grant agreement and shall waive any claim it may have to any subsequent grants under Chapter 1 of Title 7.8 of the Goverment Code (commencing with section 68000). The Grantee shall also waive any claim it may have to such grants if it expends funds granted subject to this agreement for purposes not contemplated by this agreement.

14. Grantee shall maintain accounting records of expenditures incurred during the course of the project. Such records shall be readily available for inspection by the State. This record shall be maintained for a minimum of three years after the expiration date of this agreement, and shall be available to the State at any time during such three year period.

15. The State may review the project and the Grantee's expenditures of the funds paid under the provisions of this agreement. If such a review reveals funds are not being expended or have not been expended in accordance with the grant contract, the Grantee shall forfeit the unexpended portion of the grant funds, and shall repay the State for any improperly expended monies. Any repayment or forfeiture shall revert to the State Litter Control, Recycling and Resource Recovery Fund for expenditure during the grant period in which the monies are returned or during the immediately following grant year.

16. The State shall have the right at any time during this agreement to inspect and reproduce any written or printed matter in the Grantee's possession relating to the agreement effort.

17. a. In the event the Grantee receives from the Solid Waste Management Board or other State agency, or otherwise comes to possess as a result of performance of this agreement information, data or material of a confidential or proprietary nature which is or would be exempt from the requirements pertaining to the disclosure of public records, pursuant to the California Public Records Act (Government Code section 6250 et seq.), the Grantee agrees to exercise reasonable care to ensure that such information, data or material is disclosed to only those persons who require it in the performance of this agreement, and to prevent its disclosure to all other persons. At the conclusion of this agreement, the Grantee shall return all such information, data or material and all copies thereof to the Solid Waste Management Board.

Micro Fiched

b. Any questions relating to the applicability of this provision of the agreement shall be referred to the Solid Waste Management Board for resolution in accordance with its regulations.

18. Before purchasing any equipment to perform work under this agreement, Grantee shall first obtain the approval of the State. Any purchase made without State authorization shall be deemed a breach of this agreement, and shall be grounds for withdrawal of this grant and any subsequent grants. If approval is given, such equipment shall become the property of the Grantee upon the delivery thereof into the Grantee's control and possession. Grantee shall use such equipment only for public purposes equivalent to those for which this agreement is made.

19. a. The Grantee shall be entitled to make use of such staff and subcontractors as are mutually acceptable to the Grantee and the State. All subcontracts between the Grantee and any subcontractors not specifically identified in the Application (Attachment A), shall be subject to approval by the Executive Officer of the Solid Waste Management Board.

b. The Grantee shall be responsible for the work of the subcontractors including but not limited to monitoring of task performance and ensuring that any State funds used by subcontractors shall be expended in a manner consistent with the State Litter Control, Recycling and Resource Recovery Act and the regulations promulgated thereunder. Grantee shall initiate any action to expedite completion, to maintain

the project on schedule, or to adjust the schedule to compensate for unavoidable delays.

20. Neither party hereto shall be considered in default of the peformance of its obligations herein to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

21. This agreement shall inure to the benefit and bind the successors of each of the parties.

22. The State shall have the right to terminate this agreement at its sole discretion at any time upon thirty (30) days written notice to the Grantee. The State shall also have the right to terminate this agreement immediately for failure of the Grantee to comply with the terms and conditions of this agreement. In case of early termination, a final payment will be made to the Grantee upon receipt of a report covering costs incurred to termination.

Micro Fiched

23. The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations and permits. The Grantee shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain all presently required permits.

24. All official communication from the Grantee to the State shall be directed to Litter Management Branch, State Solid Waste Management Board, P.O. Box 1743, Sacramento, CA 95808, or to a representative of the Litter Management Branch.

25. The provisions of the attached "Fair Employment Practices Addendum" are incorporated by reference.

26. No changes which significantly alter the design or scope of the project which is set forth in this agreement shall be made or permitted by the Grantee without prior approval of the Solid Waste Management Board. Such changes, upon the Board's formal approval, shall be made in the form of a written amendment to this grant agreement.

27. It is the primary responsibility of the Grantee to comply with all the terms and conditions of this grant agreement, to efficiently and properly manage and account for grant funds, and to complete the project in a diligent and professional manner so as to ensure success of the project.

28. a. The Grantee hereby waives all claims and recourse against the State including the right for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

b. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation and maintenance of the property acquired for the project, which claims, demands, or causes of action arise under Government Code section 895.2 or otherwise, except for liability arising from the concurrent or sole negligence of the State, its officers, agents, or employees.

c. In the event the State is named as co-defendant under the provisions of Government Code section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as co-defendent in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

Micro Fiched

d. In the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

29. a. Upon completion of work or at the end of the agreement period, the Grantee shall forward a draft final report to the State. Upon acceptance of the final report by the Executive Officer of the State Solid Waste Management Board, the Grantee shall forward two copies of the report to the State, which shall incorporate all reasonable alterations and additions to the report as mutually agreed upon between the State and the Grantee.

b. The report shall contain an accounting of the total funds expended during the course of the project and of the expenditures in all categories of the project.

c. The report shall be substantially in the format specified by the State. The format outline shall be forwarded to the Grantee three months in advance of the termination date of this agreement or upon Grantee's request.

30. The following items are attached to this agreement and are made a part of and incorporated into this agreement as if fully set forth herein:

Attachment A - Application for Litter Control Grant
Attachment B - Fair Employment Practices Addendum
Attachment C - Invoice Procedures

31. a. The project report shall contain an evaluation of the Grantee's progress in cleaning up litter, including amount of litter cleaned up, locations from which it has been removed, and final disposition of it.

b. The report shall contain, in tabular form, the number of citations and warnings issued for violations of state and local litter laws by code section or ordinance numbers, in carrying out of the litter enforcement program for which funds are granted hereunder.

32. The Grantee agrees that in order to satisfy the statutory requirement of Government Code section 68045 (litter cleanup monies) the Grantee shall apply behavioral science techniques in litter control; improve sanitation technology; employ public education techniques; and vigorously enforce litter laws.

Micro Fiched

ATTACHMENT A APPENDIX C

State of California
CALIFORNIA WASTE MANAGEMENT BOARD
STATE LITTER CONTROL, RECYCLING & RESOURCE RECOVERY PROGRAM
COVER SHEET – STATE GRANT APPLICATION

1. Project title
YOLO COUNTY PARKS DEPT. LITTER REMOVAL PROJECT

2. [ ] City [X] County [ ] Other

3. Applicant's name, mailing address & ZIP code
YOLO COUNTY PARKS & RECREATION DEPT., 292 WEST BEAMER ST., WOODLAND, CA 95

4. Applicant's street address if different from mailing address

5. County
YOLO

6. Name & title of person with day to day responsibility for project
[ ] Mr. [X] Ms. EARL A. BALCH, DIRECTOR OF PARKS & RECREATION

7. Area code & phone no.
(916) 666-8268

8. Name & title of person with authority to accept service of process
[ ] Mr. [X] Ms. EARL A. BALCH, DIRECTOR OF PARKS & RECREATION

9. Area code & phone no.
SAME

10. Term of project
ONE YEAR

11. Anticipated start & finish dates
JULY 1, 1979 - JUNE 30, 1980

12. Will sub-contractors be used?
[ ] Yes (see section 15) [ ] No

13. Amount requested by Government Code Section:

$ 26,885	68043	LITTER CLEANUP
	68046	RESOURCES & ENERGY RECOVERY
	68047	RECYCLING CENTERS
	68048	EDUCATION
6,469	68049	ENFORCEMENT
	68050	LITTER RECEPTACLES
	68051	SPECIAL RECYCLING PROJECTS
$ 33,354		TOTAL REQUESTED

14. Brief description of project

Micro Fiched

THE PROJECT CONSISTS OF THE ESTABLISHMENT AND FUNDING OF A NEW POSITION OF LITTER CONTROL ATTENDANT & THE PURCHASE OF TWO PIECES OF EQUIPMENT; A TRAILER MOUNTED REFUSE COMPACTOR AND A 1-TON PICKUP TRUCK TO TOW COMPACTOR. THE ESTIMATED COST ARE AS FOLLOWS:

1. ONE TON PICKUP TRUCK	$ 9,000
2. 6 YD COMPACTOR	$10,000
3. PERSONNEL SERVICES	$12,687
4. ADMINISTRATIVE OVERHEAD 5%	$ 1,667
	$33,354

THIS PROGRAM WOULD IMPROVE QUALITY AND QUANITY OF TRASH PICKED UP IN PARK AREAS BY PROVIDING FLEXIBILITY TO LITTER CONTROL AND PROVIDING TRASH PICKUP WHICH TO DATE HAS BEEN A MANUAL SYSTEM OF EMPTYING PLASTI TRASH BAGS INTO PICKUP TRUCKS TO CENTRAL LANDFILL. THE ADDITION OF THE ABOVE REQUESTED EQUIPMENT WOULD ALLOW ONE MAN

15. Other information
TO PERFORM ALL PARK TRASH REMOVAL FROM 8 COUNTY PARK FACILITIES AND IMPROVE THE SPOTTING OF TRASH CANS BY ELIMINATING THE NEED FOR DUMPSTER ON SITE. (CONTD. ON SEPARATE SHEET)

16. CERTIFICATION

Under penalty of perjury, I hereby certify that Applicant has met, or will meet, all federal, state and local environmental, affirmative action, and clearinghouse requirements and all other appropriate codes, laws and regulations prior to the expenditure of the grant funds.

I further certify that Applicant fully understands that the State Solid Waste Management Board will not assume any responsibility to ensure compliance with any federal, state or local codes, laws or regulations, but that the State Solid Waste Management Board may conduct an onsite audit and investigation to ensure compliance.

ARTHUR H. EDMONDS CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Name of Authorized Person

X Arthur H. Edmonds
Signature

Date 12-21-78

THE FOLLOWING INFORMATION WILL BE COMPLETED BY SWMB STAFF

a. Date application received: JAN 10 1979	b. Date of acknowledgement to applicant	c. Estimated determination of eligibility
d. File no.	e. Grant approved [ ] Yes [ ] No Date	f. Contract no.
g. Analyst: County L. Marcel	h. Internal phone no. (916) 322-8415	i. Division & unit: L.A.D. / L.M.B.

L-C-1

GRANT PROPOSAL
STATE LITTER CONTROL, RECYCLING & RESOURCE RECOVERY
GRANT PROGRAM

I. EXISTING PROGRAM: Yolo County presently operates and maintains 8 park and recreation areas in the County. They range in size from 2 acres to 700 plus acres. Most of these parks are located in rural portions of the county.

BACKGROUND

Initial refuse collection duties were performed by private contractors who also operated local dump sites, and the Sheriff's Department who used prisoners to pick up refuse. Three factors led to the demise of private refuse collection contractors: construction of the central landfill, hiring a maintenahce employee in Park Dept., and opening new parks away from dump areas. The consolidation of landfill operations near Davis meant that local dump sites would no longer function, and as a result required long hauls with refuse from some park sites. The Sheriff's Dept. continued to haul refuse from Putah Creek Park until 1976, and Park Dept personnel - 2 employees - performed cleanup duties at the three other park sites. Three new park areas opened during fiscal year 75-76 increasing the refuse cleanup load considerably. It shortly became quite evident that changes in the method of trash removal were needed if Park personnel were to accomplish any other maintenance or construction tasks: Enter the commercial refuse collection agencies. The commercial operators have provided refuse hauling service, thus allowing parks personnel to utilize that time saved to perform other maintenance tasks.

Micro Fiched

METHODOLOGY

There are three basic tasks involved in trash cleanup throughout our park system; policing areas, container dumping, and material hauling.

Policing of park sites refers to the actual pickup from the ground of all cans, bottles, papers, leaves, tree limbs, grass clippings and all litter which might cause an eyesore or safety hazard to users of the parks. This task is most frequently performed by park personnel, but large scale cleanup operations are performed by the Young Adult Conservation Corps. and by youths from the juvenile probation weekend work program. Refuse picked up during the policing operation is most often placed in trash receptacles throughout the park, but may be directly removed to the hauling vehicle particularly in the case of objects too large to containerize.

Trash receptacles are dumped at least once every week and usually twice a week throughout the year. The refuse may be dumped directly into a hauling vehicle as a pickup or dump truck, or it may be placed in a dumpster provided on site by a commercial refuse hauler for removal at their convenience.

Refuse must be removed from the park site once each week or it becomes a health or nuisance safety problem. This task can be accomplished by the Park Department crew utilizing a pickup or dump truck, or by commercial refuse haulers.

The commercial refuse collectors could perform both of the last two cleanup tasks in some areas though at a considerable increase in cost to the Park Department if they dump each trash can rather than just a dumpster. It is highly unlikely that the policing job would ever be handled by a commercial refuse agency.

Micro Fiched

PRESENT COLLECTION METHOD

As new parks have been added to the system over the last four years and attendance at those parks has increased a modification of the refuse collection system has become necessary in order to maximize efficient use of man hours within the Park Dept.

Pickup services of the Sheriff's Dept. and private contractors evolved into total cleanup service by County Parks personnel. Areas were policed by Parks personnel and trash was hauled to the central landfill by Park personnel until a point of decreasing returns in efficiency was reached. It got to the stage where one man of a three man crew spent 24 hours each week solely in picking up refuse and hauling to the landfill site. This tied up a pickup truck and one man that were needed for lawn mowing, vandalism repair and new construction work.

It was decided that by paying commercial refuse haulers, who serviced the various park areas, to haul refuse from each site to the landfill site we could cut our man hours involved in refuse cleanup to less than 14 hours.

Presently the County Parks crew and commercial refuse collection companies share responsibilities for trash cleanup and removal. County Parks employees perform the site cleanup duties and empty trash barrels into the dumpster at each location. Putah Fishing Access is one exception: Davis Waste Removal, Inc., dumps the trash barrels directly into their compactor truck as there are no dumpsters on site. The commercial refuse collectors empty the dumpsters and remove the trash from the site to the central landfill site near Davis.

At the present time we utilize services of four commercial refuse collectors: Davis Waste Removal, Inc. (DWR), Woodland Garbage Co., Camarillo Sanitary Service, and Capay Valley Disposal Co. We will likely be adding Sacramento Area Waste Disposal Co. (SAWDCO) to the list within the next year as Elkhorn Park nears completion and we supplant our use of a Broderick Health Center Dumpster with our own dumpster at Broderick Boat Launching Facility. Dumpsters are presently located at Canyon Park (2 normally and 4 during summer months), Esparto Park (1), Knights Landing Boat Launch Facility (1), Woodland Parks Shop (1), Clarksburg Fishing Access (1). With the exception of a three cubic yard dumpster at our

Woodland shop all the others are 2 cu. yard dumpsters as the compactor trucks load from the rear and won't handle anything larger than a 2 yard dumpster. Dumpsters are not practical at Putah Fishing access, so we pay DWR to empty the cans: DWR doesn't have a truck that can handle the size dumpster we need at Putah for their normal service up the canyon.

We receive once a week service at all our sites unless special service is requested for more or less pickups. We always have less need in the winters and cut service back to once every two weeks or cut it out completely; and during the spring and summer we generally have need for extra service on occasion.

This present refuse collection system is rather expensive in terms of budgeted cash outflow, but it has been necessary in order to maximize efficient use of manpower and presently available equipment. By utilizing on-site dumpsters, park maintenance personnel can dispense with many time consuming trips to the central landfill site; and make more efficient use of their time at each park site by checking chemical toilets, repairing vandalism and talking with park patrons if they have questions or suggestions to make. Safety checks and turf irrigation are also an important part of our weekly site inspections of each park. It becomes difficult if not impossible to perform these other on-site duties if personnel have to make one or two trips from each park hauling trash to the central landfill site.

Micro Fiched

I would expect the present system to continue until such time as the park dept can hire at least one person for each park site to handle all maintenance for that site including trash pickup and removal from the site in a county vehicle assigned to that person; or funds are found to purchase trash collection equipment and an operator can be hired to do nothing but trash pickup and hauling.

PRESENT REFUSE COLLECTION COSTS:

A. Commercial Costs

1977 - 78	$4,457.00
1978 - 79	$4,091.70

NOTE: The lower costs for 78-79 fiscal year is an attempt to cut total monetary outflow in response to cutbacks caused by Prop.13. This does not alter the fact that there is still refuse to be removed from the park sites. It means that someone from our department has to make trips to the County Landfill site in Davis with the trash. We are more able to handle the quantity of refuse and the trip time during the winter months in which commercial collection is being halted.

B. County Costs - Parks Crew and Equipment

1977 - 78	$8,224.00
1978 - 79	$8,480.00 (approx.)

NOTE: The 78-79 projection is merely an estimate as we are just now halting commercial collection service and it is too early to really tell what the impact on our work schedule will be. The above costs are in addition to the previously given commercial collection figures.

C. Total Annual Costs

1977 - 78	$12,681.00
1978 - 79	$12,571.70

HOW SB 650 COULD HELP

With the passage of the Litter Control, Recycling, and Resource Recovery Act of 1977 we might gain access to approximately $33,000 of state funds for use in litter control and refuse collection. With the offer of these funds we have an opportunity to alter our approach to refuse collection at the County park sites.

Micro Fiched

The quantity of funds allotted by SB650 would allow us to purchase the trash compactor trailer and pickup; and to hire one employee for trash collection and enforcement duties.

CONCLUSIONS

In essence this whole disseration is an effort to justify a more efficient and compact system of handling various functions of park maintenance. Given the equipment, a 1 ton pickup and trash compactor trailer, I feel we could very adequately consolidate separate activities into one routine service route and save the County a considerable amount of money each year. Savings in mileage and inherent pollution alone would be dramatic when park servicing by two separate agencies - refuse collectors and county park personnel - are consolidated into one routine function. In addition to the afore mentioned duties the refuse collector might carry tools to repair minor vandalism to toilets, trash containers and other park facilities as well as make safety checks and enforce park regulations.

These tasks are primary and basic functions of regional park maintenance; and the more frequently and efficiently they can be performed the better quality experience each park user has when visiting our parks.

Our present cooperative system of collection is going to cost us more and more each year as we add more parks and inflation cuts the amount of commercial service our budgeted dollars will purchase. More parks means more refuse, more dumpster and more hauling costs; and inflation causes those costs to raise even higher. Our budgets are getting smaller as a result of Prop.13, so we are either going to have to cut some other park service in order to pick up refuse ourselves or decrease the total time and money spent for refuse cleanup in the parks. At any rate some modifications in our present system must be made within the next two years.

II. PROPOSED PROGRAM: The Parks & Recreation Department proposal would create a new position of "Litter Control Attendant". One of the functions of this individual would be to drive a large pickup truck towing a trailer mounted 6 yard trash compactor to each of the county parks on a routine basis emptying litter containers and transporting the litter to the County Central Landfill. The other function would be litter law education and enforcement. While working in the parks, this individual would be responsible for litter law enforcement and education. He or she would be capable of issuing warnings or writing citations for litter law violations as well as providing educational material on litter.

Micro Fiched

III. QUALIFICATIONS OF APPLICANT: This would be a new program for the county parks system. We have had responsibility for litter control in the park areas since the park system began thirteen years ago. However, the equipment proposed is new to our operation as is the proposed position.

IV. BUDGET: Items to be covered by the State Litter Control, Recycling and Resource Recovery Grant Program.

1 - 1 ton pickup truck	sec. 68043	Litter Cleanup	$ 9,000
1 - 6 yd. trailer mounted compactor	sec. 68043	Litter Cleanup	$10,000
1 - litter control attendant	sec. 68043	Litter Cleanup	$ 6,218
	sec. 68049	Enforcement	$ 6,469
administrative overhead 5%	sec. 68048		$ 1,667
		TOTAL	$33,354

NOTE: This funding request includes both Yolo County's share and City of Davis' share of cleanup and enforcement funds.

14. DESCRIPTION CONTD.

THE LITTER CONTROL ATTENDANT WOULD PROVIDE LITTER LAW ENFORCEMENT AND EDUCATION IN THE PARK AREAS. WORK SCHEDULES WOULD BE ARRANGED SO THAT WEEKENDS AND HOLIDAYS WOULD BE REGULAR DUTY DAYS FOR THE INDIVIDUAL IN THIS POSITION TO INCREASE PUBLIC CONTACT.

*THIS REQUEST INCLUDES BOTH THE YOLO COUNTY AND CITY OF DAVIS ALLOCATION.

Micro Fiched

ATTACHMENT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

Micro Fiched

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

STD. 3 (4/77)

ATTACHMENT C

INVOICE PROCEDURES

1. A Payment Request must be submitted in triplicate.

2. All copies of the Payment Request are to be sent to:

   Litter Management Branch
   State Solid Waste Management Board
   P.O. Box 1743
   Sacramento, CA 95808

Micro Fiched

3. Thirty days should be allowed for normal processing and issuance of a warrant by the State Controller's Office.

4. A listing of incurred costs must be made when requesting an advance.

5. An original signature must be entered on the Payment Request.

6. Any questions on invoice preparation should be discussed with the State Solid Waste Management Board program analyst assigned to the grantee.

7. Local government grant recipients may receive advance payments. Recipients receiving less than a combined total of $3,000 for litter law enforcement and litter cleanup, may request a 100% advance. All others may request quarterly advances.

8. Private entities can receive payments on a reimbursable basis only. Payment Requests can be submitted no more frequently than monthly.

Micro Fiched

FILED

MAY 2 1 1979

PETER McNAMEE, Clerk

By Barbara A. Rodgers
DEPUTY

RECEIVED

MAY 2 1 1979

PETER McNAMEE, Clerk

By _____
Deputy

A. Benefits

The undersigned Employer hereby:

1. Makes application to;
   a. United Healthcare Corporation for prepaid health coverages noted below, and
   b. Pacific National Bank of Washington, as Trustee, for membership in the United Healthcare Group Insurance Trust, Policy No. GT-13-0007, for coverages noted below as now are in effect or are hereinafter modified.
2. Appoints Pacific National Bank of Washington as Employer's Trustee as relates to the coverages herein applied for and provided through the United Healthcare Group Insurance Trust.

The Trust is administered by United Healthcare Corporation under contract with SAFECO Life Insurance Company, the Trust's underwriter.

☑ Basic Plan Life Insurance..... $5,000
Accidental Death & Dismemberment..... $5,000
Medical Care..... $1,000,000 per indiv. Lifetime Aggregate Maximum

Optional Benefits

☐ Additional Group Life (Including AD&D)

☐ Disability Income

Plan	Elimination	Benefit Period
☐ A	7 days	6 months
☐ B	14 days	To age 65
☐ C	90 days	To age 65
☐ D	30 days	Two years
☐ E	180 days	To age 65

Benefit Amount: 60% of basic monthly earnings, $1,500 maximum monthly benefit, amounts in excess of $1,000 subject to evidence of insurability.

☐ Dependent Group Life Insurance
☐ Spouse $1,000—Children $1,000 Graded
☐ Spouse $2,000—Children $2,000 Graded

☐ Survivor Security (1 to 10 units available)
☐ Voluntary
☐ Non-Contributory (paid by employer)

Maternity Deductible
☑ None ☐ $300 ☐ $500

'110' Medical Plan ☑ 80% ☐ 90%

B. Contributions

Non-Contributory — 100% of cost of Plan paid by Employer. All eligible employees (and dependents, if dependents coverage applicable) are automatically insured.

Contributory — 100% of cost of employee premiums, but less than 100% of dependent premiums, paid by Employer. All eligible employees are automatically insured and at least 75% of those employees with eligible dependents must elect dependents coverage.

1. Employer's contribution for employees' coverage 100%.
2. Employer's contribution for dependent's coverage 0 % or $ 62.24 difference between employee coverage and $62.24

Deposit Premium

A deposit of $ _____ is herewith made to apply on the first payment under the Policy, if coverage is issued (amount should be equal to one month's premium).

C. Life Classification & Definition

Class No.	Classification and Definition (be specific, i.e., by earnings, by occupational classes, or flat amount, etc.)	Schedule Life & A.D.& D. Total Amount of Insurance* incl. Basic	Survivor Security No. Of Units	Disability Income Plan selected for each class (maximum 2)
1	all full time employees who enroll in United Healthcare Corp. Plan	$ 5,000		
2				
3				
4				

*These amounts reduce 1/2 on employees age 65 and over. $5,000 Maximum per life at age 70. A. D. & D. benefits terminate age 70.

Micro Fiched

D. Eligibility

1. All eligible employees must be included for each benefit selected in Section "A"
2. Excluded classes
   a. Part-time (less than 30 hours per week). Temporary or Seasonal employees.
   b. Any Employee who cannot provide satisfactory evidence of insurability (when applicable)
   c. Other excluded classes (please specify—if none excluded, indicate none)

E. Waiting Period

1. 0 month(s) for employees employed prior to effective date.
2. 0 month(s) for employees eligible after the effective date.

(Coverage effective the first day of the month following completion of the waiting period or acceptance by United Healthcare Corporation, if later.)

If for any reason employees apply for coverage for themselves or family more than 31 days after the end of the waiting period, they will be required to furnish evidence of insurability at their own expense.

Coverage effective the first day of the month following - the date of receipt by United Healthcare Corporation of the completed & properly signed enrollment card.

F. Effective Date of Plan

This coverage herein applied for shall become effective at 12:01 A.M. Standard Time at the Participating Employer's address **on the first day of the calendar month coinciding with or next following approval by United Healthcare Corporation,** provided (1) this Participation Agreement shall have been accepted, (2) the initial monthly premium has been paid in full, (3) the participation and evidence of insurability requirements have been satisfied, and (4) written notice of the Effective Date of coverage has been given by United Healthcare Corporation.

Other effective dates may be requested in writing subject to approval by United Healthcare Corporation.

G. Miscellaneous

This Participation Agreement is to form a part of such insurance or coverage for which this application is made.

The undersigned employer acknowledges that if coverage is afforded, periodic premium payments will be required, and understands that a grace period is provided for the payment of premium.

Unless notified in writing, coverage continues in force during the grace period and premium is due and payable for coverage provided.

H. Employer Information

1. Employer (correct legal name)
County of Yolo

Address of Employer
Personnel Office, Courthouse
Wdld, Ca 95695
(Zip Code)
Telephone (916) 666-8386

2. Nature of business (be specific)
County Government

3. Name, address and nature of business of any affiliates to be included.
Special District / Housing Authority / Retired Employees - under 65

4. Indicate if Worker's Compensation or similar type benefits are provided for employees.
Yes ✓ No ☐ (if no, state why)

5. Are any employees presently disabled and/or not at work? Yes ✓ No ☐ (If yes, give full details.)

6. Date this business was established?
1856

7. Number of employees lost or gained during last 6 months? Lost _____ Gained _____

8. Type of business organization:
Corporation ✓ Proprietorship ☐ Partnership ☐

9. Does the coverage herein applied for replace or supplement any other Group Coverage?
Yes ✓ No ☐

If yes, please give name of other carrier, policy number, and attach copy of contract or certificate of other carrier's plan of benefits:
Pacific Standard

10. Has your firm been declined group coverage from any other insurance company? Yes ☐ No ✓

If Yes, Name of Company _____

Date declined _____

11. Are all eligible employees being covered?
Yes ✓ No ☐ (If No, please explain)

Micro Fiched

12. I have read this application and all information is accurate and complete to the best of my knowledge.

Date May 1, 1979

By (officer's name and title)
Joseph A. Marchand
Chairman, Board of Supervisors
County of Yolo, State of Calif.

(Printed)
Witness Peter McNamee, County Clerk
By _____ Deputy

United Healthcare _____
Regional Manager
5/17/79

Approved as to Form
Dated _____
County Counsel
of Yolo County

I. For Home Office Use Only

S. Luther
(Signature)

Effective Date 12-1-77

Policy Number 13-01-0230-00

SIC # _____ BQR Code _____

Producer's Questionnaire

1. Agent Name Scarlett Ins.
   Stat No. 10-15-4100
2. Agency Address _____
   _____ (Zip Code)
   Telephone ( ) _____
3. United Healthcare Corporation Service office
   _____
   Field Rep. _____
   Group Rep. _____
4. Proper field underwriting is essential to the success and stability of this Plan. Are there any particular characteristics of employment, employer's attitudes, employee-employer relations, etc., which might affect the underwriting and on-going administration of this case?
   Remarks: _____

5. Have you personally reviewed the individual enrollment cards, paying particular attention to:
   a. questions about the applicant's health where evidence of insurability is required and do the answers appear correct?
   b. completion of all the questions and statements on the back side of the enrollment form?
   c. has the applicant signed the enrollment/evidence form in all required places?
6. Please list all employees **not** enrolling for medical coverage for either themselves or dependents and state why.

If reason is other Group Coverage, give employees' name, name of employer & insurance company

Micro Fiched

List of Eligible Employees

No.	Employee's Full Name	Date of Birth	Sex	Medical Premium		Disability		Life Insurance Premium			Total Premium
				Employee	Dependent	Plan	Premium	Dep.	Surv. Sec.	Life	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											

IF MORE THAN 18 ARE TO BE INSURED, PLEASE USE ANOTHER QUESTIONNAIRE OR A SEPARATE SHEET OF PAPER.)

STANDARD AGREEMENT — AMENDMENT

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

YOLO COUNTY AGREEMENT NO. 79-190

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐ CMB #18790
☐

THIS AGREEMENT, made and entered into this 1st day of March, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Social Services	2341

hereinafter called the State, and

Yolo County Department of Social Services

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The State and Contractor enter into this Agreement for the purpose of designing and reproducing a basic AFDC training handbook for use in training new eligibility workers performing Title IV-A function.

FILED

JUN 20 1980

PETER McNAMEE, Clerk
By Tova Pickerstaland
DEPUTY

CONTRACTORS RESPONSIBILITIES

Contractor agrees to:

1. Hire a professional writing agency to research, consult, and reproduce Basic AFDC training handbooks. Copy of said contract and/or Agreement shall be forwarded to the Contracts Management Bureau for review prior to final execution.

2. Submit the training workbook to DSS AFDC Program Operations Bureau for review and approval prior to final publication.

Micro Fiched

Approved as to Form

Dated .....

County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Social Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Department of Social Services
BY (AUTHORIZED SIGNATURE): Walter Bam	BY (AUTHORIZED SIGNATURE): Betsy A. Marchand
TITLE	PRINTED NAME AND TITLE: Chairman, Board of Supervisors, County of Yolo, State of California
	ADDRESS: P.O. Box 1098, Woodland, California

CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

AMOUNT ENCUMBERED: $ 1,565	APPROPRIATION		FUND: General	
UNENCUMBERED BALANCE: $	ITEM: 290	CHAPTER: 384	STATUTES: 1978	FISCAL YEAR: 78/79
ADJ. INCREASE ENCUMBRANCE: $	FUNCTION			
ADJ. DECREASE ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 4-642-2170		P/A 28	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Sonja Boyce — DATE: 5/21/79

Walter Bam — 5/31/79

Backside Pg. 2.

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

This is to certify that this contract has been reviewed and meets requirements of the department.

APPROVED DATE 5/30/79

Authorized Signature

State Department of General Services Approval not required, per SAM 1

5/30/79

Date

Authorized Signature

I hereby certify that this Personal Service contract is exempt from State Personnel Board approval, as per SAM 1

5/30/79

Authorized Signature

3. Submit to DSS Training Bureau a comprehensive analysis and evaluation of the effectiveness of the training program six months after the end of the contract period, but not later than December 30, 1979.

4. Provide DSS Training Bureau one copy of the completed workbook.

DSS RESPONSIBILITIES

DSS agrees to designate a staff member to have primary responsibility for liaison and monitoring of county responsibilities set forth in this Agreement.

GENERAL PROVISIONS

1. The term of this Agreement shall be from March 1, 1979 to June 30, 1979.

2. This Agreement may be terminated by either party upon fifteen (15) days written notice or immediately upon written mutual consent of both parties. In the event of any termination, the county will be reimbursed for all expenses incurred up to the date of termination.

3. This Agreement may be amended by written mutual consent approved by the County Board of Supervisors and DSS.

4. This Agreement or any amendments are neither in effect nor enforceable until signed by both parties, approved by the County Board of Supervisors and approved by DSS.

Micro Fiched

5. Contractor is required to retain all records associated with this Agreement, for audit purposes, not less than three years and submit these records upon the request of the State.

6. Gen 971 Fair Employment Practice/Civil Rights Addendum is attached and hereby incorporated into this Agreement by reference.

7. The backside of Std. 2 is attached and hereby incorporated into this Agreement by reference.

FISCAL PROVISIONS

1. In consideration of the performance of the foregoing in a satisfactory manner and upon submission of DSS Standard Form GEN 215 invoices in duplicate to:

Department of Social Services
Training Bureau
744 P Street, Mail Station 14-62
Sacramento, CA 95814

DSS Agrees to pay Contractor, monthly in arrears, in accordance with the attached budget (Attachment A) an amount not to exceed the maximum amount of this Agreement.

2. The maximum amount of this Agreement shall not exceed $1,565.

3. Attachment A is hereby incorporated into this Agreement by reference.

4. The county may, with prior DSS approval, reallocate budgeted amounts for each training phase to meet actual county needs.

1b9095
C3.14:19-20

BUDGET

Professional writing agency. Price quoted includes consultation, research, and reproduction of 20 completed workbooks	$1,500
Transportation. Costs estimated for trips to Sacramento for consultation with writing agency and Department of Social Services, AFDC Program Operations Branch staff on workbook program content	65
LAST Funds requested:	$1,565

Micro Fiched

County Staff involvement:

County preliminary research time	16 hours	No cost
2 - EW III's, research, consultation, and coordination of project	56 hours	No cost
1 SSM I overall project coordinator	as required	No cost

FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUM

Fair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Micro Fiched

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.

2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

THIS COPY TO BE SIGNED AND RETURNED, PLEASE

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET - PAGE TWO

Group No. 61- 1030(PERS Retirees)

AMENDMENTS AND ADDITIONAL PROVISIONS: Yolo County
Agreement No. 79-100-A

Section 2-A(2) of the Service Agreement relating to eligibility of Family Dependents is superseded by the amendment titled "Coverage of Family Dependents".

Section F-1 of the Benefit Schedule is superseded by the attached amendment titled "Prescription Plan 3".

Section H-1 of the Benefit Schedule pertaining to obstetrical care is superseded by the attached amendment titled "Obstetrical Plan".

RETIREES

FILED
MAY 14 1979
PETER J. NAVE, Clerk
By [signature] Deputy

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.
MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are:

Basic Rate Structure		Total
Subscriber	$ 31.19	$ 31.19
Subscriber with one Family Dependent	Add $ 31.19	$ 62.38
Subscriber with two or more Family Dependents	Add $ 27.63	$ 90.01

Variables to Basic Rate Structure

For each dependent child age 19 to 24 in a family of four or more Members	Add $ 15.60
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan	Add $ -0-
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:	
Subscriber	Subtract $ 9.14
Subscriber's spouse (or child if there is no spouse)	Subtract $ 9.14
Other Family Dependents	Subtract $ 5.58

Micro Fiched

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By [signature] DEPUTY COUNTY COUNSEL

EMPLOYER CONTRIBUTION: None.
OPEN ENROLLMENT PERIOD: ~~Applications made during the Open Enrollment Period~~ None. Transfers only. ~~provide coverage effective~~ .

Date Accepted May 8, 1979

Group Yolo County - Retirees
Auditor's Office
Court House
Woodland, CA 95695

By: [signature]
Group Representative
Chairman, Board of Supervisors
MAY 10 1979

By: _____

FS+ Rev. 1-77

Executed at Oakland, California to take effect
as of July 1, 1979

Date April 27, 1979

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: John C. Custer
Authorized Representative, Northern California

680 SS P/R mat dr3 dep9+ M/R 22.05 KB

FILED

MAY 9 1979

PETER McCUEN, Clerk

By _____ Deputy

AGREEMENT NO. 79-191

(Agreement Amending Agreement No. 78-305 with Suicide Prevention of Yolo County)

THIS AGREEMENT, made and enter into this 8th day of May, 1979, by and between the State of California, hereinafter referred to as COUNTY, and Suicide Prevention of Yolo County, Inc., a private non-profit association (PREVIOUSLY ~~corporation~~), hereinfater referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement No. 78-305, Agreement 2, paragraph A, commencing with line 24 through 26 on page 1 and line 1 - 6, page 2 in order to increase the maximum limitation for reimbursement.

AGREEMENTS:

Micro Fiched

1. Agreement 2, paragraph A, line 24 - 26, page 1, and line 1 - 6, page 2 of agreement 78-305 is hereby amended to read as follows:

A. The maximum payments from COUNTY to PROVIDER during the term of this agreement shall be a sum not to exceed TWO THOUSAND TWO HUNDRED and NINETY-FIVE DOLLARS ($2,295) as shown on Line 80 of attached program budget (Exhibit "B"); or payment in accordance with the provisions of 2 B, C, and D below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in agreement 6 C below. Exhibit "B" shall be the basis for and limitations of any and all reimbursement from COUNTY to PROVIDER for services provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER J. McNAMEE, CLERK

BY _____
DEPUTY

(SEAL

SUICIDE PREVENTION OF YOLO COUNTY, Inc.
a private non-profit organization

BY _____
~~CHAIRMAN~~
Director (PS)

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

Micro Fiched

EXHIBIT "B"

79/57 FISCAL YEAR May 1, 1979
COUNTY OF
DATE

Micro Fiched

PROGRAM BUDGET

CONTRACTOR: Suicide Prevention
PROVIDER NO: 5713

SEE REVERSE SIDE

ITEMS / SERVICE TYPE / COST CENTER	Community Service 00									TOTAL	ITEMS
1 SALARIES & EMP. BENEFIT											1
5 OPERATING EXPENSES											5
10 EQUIPMENT											10
15 REMODELING											15
20 OTHER										2,295	20
30 CONTRACTS	2,295									2,295	30
45 GROSS COST	2,294										45
50 SAVINGS		X	X	X	X	X	X	X	X	2.295	50
51 SUBTOTAL GROSS COST	2,295										51
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION										2,295	62
65 ADJUSTED GROSS COST	2,295										65
69 REVENUES											69
69 a. GRANTS											69
70 b. PATIENT FEES											70
71 c. PATIENT INSURANCE											71
72 d. MEDI-CAL - FEDERAL											72
e. MEDI-CAL - NON-FEDERAL											73
74 f. MEDICARE											74
75 g. OTHER											75
76 h. TOTAL - FEDERAL FUNDS (NO										-0-	76
77 TOTAL REVENUES	-0-	X	X	X	X	X	X	X	X	-0-	77
80 NET COST	2,295									2,295	80
81 UNITS OF SERVICE											81
85 COST PER UNIT OF SERVICE \$ DIVIDE LINE 65 BY 82	NPR-01	\$	\$	\$	\$	\$	\$	\$	\$	NPR-01	85

APPROVED BY

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 79-192

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SVCS.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 23rd day of April, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	79004401 Am #1

hereafter called CSOEO and Yolo County Economic Opportunity Commission

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 1

Micro Fiched

This Agreement, entered into on February 14, 1979, is hereby amended as follows:

1. In Article 9 the total amount is changed from $2,758 to $11,077

2. The first sentence of Article 10 is revised to read, "Upon request, Contractor will be given an initial 30 percent advance and a further advance of $ 4,159 (50 percent of the $8,319 increased funding) to implement this Amendment."

3. Attachment A is replaced in its entirety.

All other terms and conditions shall remain the same.

Approved as to Form
Dated .....
County Counsel of Yolo County

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo for EOC
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) Bob Beckel, Chairman
TITLE Director--CSOEO	TITLE Chairperson, Board of Supervisors County of Yolo, State of California
CONTINUED ON ___ SHEETS EACH BEARING NAME OF CONTRACTOR	ADDRESS Yolo County Courthouse P. O. Box 1098, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED $	APPROPRIATION		FUND	
UNENCUMBERED BALANCE $	ITEM	CHAPTER	STATUTES	FISCAL YEAR
ADJ. INCREASING ENCUMBRANCE $	FUNCTION			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.D.A. NO. | D.H. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ | DATE

ATTACHMENT A

Micro Fiched

Crisis Intervention Program

Budget

Contract Total	$ 11,935	Maximum
Program Funds	10,742	Maximum
Administration	1,193	Maximum
Non-Federal Share Required	-0-	

BK

FILED

MAY - 9 1979

PETER J. McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-102

(Agreement Amending Agreement No. 78-334 with William Stansell, M.D.)

THIS AGREEMENT, made and entered into this 8th day of May, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and William Stansell, M.D., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement 78-334, Agreement 7, paragraph C, line 14 through 16, page 5 in order to increase the maximum limitation for reimbursement.

Micro Fiched

AGREEMENTS:

1. Agreement 7, paragraph C, line 14 thorugh 16, page 5 of Agreement No. 78-334 is hereby amended to read as follows:

(c) The maximum compensation for services rendered under the terms of this Agreement shall be FIFTEEN THOUSAND, FIVE HUNDRED and FORTY-TWO DOLLARS ($15,542) per annum.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

MAY 8 - 1979

ATTEST:

PETER J. McNAMEE, CLERK

BY _____
DEPUTY

_____
William Stansell, M.D.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED
MAY - 9 1979
PETER McNAMER, Clerk
By _____ DEPUTY

AGREEMENT NO. 79-194

(Recycling of corrugated paper materials salvaged from Yolo County Central Landfill)

THIS AGREEMENT is made and entered into this 8th day of May, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "County", and Coastal Fibers, Inc., hereinafter referred to as "Purchaser".

WITNESSETH:

Micro Fiched

WHEREAS, County is the owner of Yolo County Central Landfill where approximately 250 Tons per year of cardboard are available for recycling, and

WHEREAS, Purchaser has indicated a desire to purchase the available corrugated cardboard.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Purchaser will provide one 60" General Hydraulic Baler S/N 10923, delivered to Yolo County Central Landfill, to be used by County for the purpose of baling recovered corrugated cardboard. This baler will remain the property of Purchaser until one year from the date of this agreement at which time County shall have the option to purchase the baler at a fair market value. The baler shall remain the property of Purchaser if County choses not to buy the baler.

2. That Purchaser will provide all baling wire, and will pick up and provide transportation of the bales in truck-load quantities, (50 to 60 bales), at no cost to County. County will provide for loading the bales onto the truck.

3. That Purchaser will pay County for recovered, baled corrugated cardboard at a rate equal to one-half of market price based on second issue of the month "Official Board Market", but in no case less than $30.00 per ton.

4. That Purchaser will respond to requests by County to pick up baled cardboard within 15 days of the request.

5. The term of this agreement shall commence on June 1, 1979, and shall terminate on May 31, 1980, provided however, the term shall be deemed to be renewed automatically for

successive terms of one year unless either party gives notice of termination in writing to the other on or before the first day of April of each year, and further provided that either party may terminate this agreement at any time by giving written notice to the other party at least sixty (60) days in advance of the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO

ATTEST:

PETER McNAMEE
Clerk

By _____ (Deputy)

Micro Fiched

PURCHASER

By _____

APPROVED AS TO FORM:
County Counsel

By _____
Dated _____

BK

FILED

MAY 29 1979

PETER McNAMEE, Clerk
By Barbara Maryland
DEPUTY

TARGETED JOBS TAX CREDIT
NON-FINANCIAL
COOPERATIVE AGREEMENT

AGREEMENT NO. 79-195

On this 8th day of May, 1979, the State of California, Employment Development (hereinafter "EDD"), and the County of Yolo Employment and Training Administration (hereinafter "Subagent") in order to carry out the provisions of Section 51 of the Internal Revenue Code, hereinafter referred to as the Code, hereby agree as follows:

1. The term of this agreement shall be from May 8, 1979 through September 30, 1980 unless sooner terminated as provided herein.

2. SUBAGENT OBLIGATIONS

Micro Fiched

The Subagent shall perform the following functions:

(a) determine eligibility for individuals of the following targeted groups:

(1) economically disadvantaged youth as defined in Section 51 (d)(3) of the Code;

(2) economically disadvantaged Vietnam-era veterans as defined in Section 51(d)(4) of the Code; and

(3) economically disadvantaged ex-convicts as defined in Section 51(d)(7) of the Code;

(b) verify information on the Applicant Characteristic Form (hereinafter "ACF") to which the individual has self-certified, pursuant to federal requirements;

(c) issue Targeted Jobs Tax Credit Vouchers (hereinafter "Voucher") to eligible individuals to expire within 30 days of issuance or less, if it appears from the ACF that that individual would become ineligible during the 30 days;

(d) refer TJTC eligible individuals to EDD for job placement or assist in placement where possible;

(e) submit the original ACF and a copy of the Voucher of eligible individuals to EDD on the date of issuance of the Voucher;

(f) upon receipt of any information which would have rendered the individual ineligible for TJTC participation during the life of his or her Voucher, notify EDD immediately and attempt to recall the Voucher from the individual in question;

(g) upon EDD request, redetermine eligibility and issue another Voucher for individuals on whom an employer has requested certification when that individual was not hired prior to expiration of their latest Voucher.

(h) coordinate the program with the local Private Industry Council to publicize the program.

3. EDD OBLIGATIONS

EDD shall perform the following functions:

(a) provide the Subagent with sufficient Applicant Characteristic Forms, TJTC Vouchers, and other such forms and materials relating to the TJTC as necessary;

(b) provide technical assistance and training in TJTC program;

(c) maintain the central recordkeeping for the TJTC program;

(d) comply with federal reporting requirements;

Micro Fiched

(e) coordinate the program with the local Private Industry Council and Employer Advisory Groups;

(f) refer TJTC eligible individuals to employers;

(g) review data on the ACF and Voucher within 24 hours of receipt of documents and refer back to Subagent, as necessary;

(h) issue eligibility certification to employers within 72 hours of receipt of employer request for certification or from receipt of ACF and Voucher from Subagent, whichever occurs later;

(i) request redetermination and issuance of another Voucher from Subagent for any individual on whom an employer requests certification when that individual was not hired prior to expiration of the latest Voucher.

4. EDD/DOL shall have the right to monitor and observe all conditions and activities relating to the Subagent's obligations hereunder.

5. The Subagent shall maintain such records pertaining to the administration of the Code as EDD/DOL requires and shall make all such records available for inspection, examination, and audit by authorized representatives of EDD and by such federal officials or employees as DOL may designate or as may be required by law.

6. Subagent shall on a timely basis submit written reports to EDD/DOL in the manner and form prescribed by EDD/DOL.

7. Subagent shall perform all the functions and duties undertaken pursuant to this Agreement in accordance with the Code and all regulations and directives adopted to effectuate the Code.

8. This Agreement may be amended in writing by mutual agreement of the parties, and may be terminated by either party upon 30 days written notice.

9. All services and activities undertaken pursuant to this Agreement shall be administered and performed by the Subagent. Any attempt to delegate the obligations incurred hereunder, without the prior written consent of EDD, shall render this Agreement null and void.

APPROVED FOR EDD	APPROVED FOR SUBAGENT
NAME Employment Development Dept.	NAME County of Yolo
ADDRESS 7001 East Parkway Sacramento, Calif., 95823	ADDRESS P.O. Box 1098 Woodland, CA 95695
PHONE (916) 322-6490	PHONE (916) 666-8407
BY _____ Signature Authorized Representative	BY _____ Signature Authorized Representative
David Nadelle Name Typed	BETSY A. MARCHAND Name Typed
Administrator, Northern Region Title	Chairman, Yolo County Board of Supervisors Title
May 21, 1979 Date	MAY 8 - 1979 Date

Micro Fiched

FILED

JUN - 5 1979

PETER McNAMEE, Clerk

By Debra L. Conley
Deputy

AGREEMENT NO. 79-196

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of May, 1979, by and between

R. C. COLLET, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

CONSTRUCT AND INSTALL STORM DRAIN SYSTEMS AND WIDEN AND RECONSTRUCT A PORTION OF BRYTE AVENUE IN BRYTE, CALIFORNIA

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

BRYTE STORM DRAIN IMPROVEMENTS (PHASE 4)

(Plan Index No. 200.73 - 200.88) (WO #1542)

Approved FEBRUARY 16, 1979 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within EIGHTY (80) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Clearing and Grubbing	Lump Sum	Lump Sum	$ 20,069.00
2.	Roadway Excavation	4,600 C.Y.	$ 7.00	32,200.00
3.	Aggregate Subbase (Class I)	1,900 Ton	9.75	18,525.00
4.	Asphalt Concrete (Type B)	5,800 Ton	17.50	101,500.00
5.	Storm Drain Inlet (Type C)	45 EA.	900.00	40,500.00
6.	Standard Manhole (Type A)	27 EA.	1,500.00	40,500.00
7.	15" R.C.P. (Class III)	5,432 L.F.	22.00	119,504.00
8.	14"x23" LO-Hed R.C.P. (Class III)	191 L.F.	75.00	14,325.00
9.	18" R.C.P. (Class III)	2,253 L.F.	24.00	54,072.00
10.	24"x38" Lo-Hed R.C.P. (Class III)	35 L.F.	125.00	4,375.00
11.	30" R.C.P. (Class III)	297 L.F.	40.00	11,880.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel), deputy

COUNTY OF YOLO

BY Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, CLERK

By , Deputy

Micro Fiched

BY

R.C. COLLET, INC.

P.O. BOX 1069

WOODLAND, CA 95695

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 244215.

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By Deputy

AGREEMENT NO. 79-197

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of May, 19 79, by and between

ATLAS MECHANICAL, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the installation of Special Gas Systems at the Yolo County Hospital.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Medical Gas Systems, Yolo County General Hospital

(Plan Index No. M-1) (WO #1544)

Approved March 21, 1979 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the Notice to Proceed and for its completion to be within Sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Complete Project	Lump Sum	$35,700.00	$35,700.00

Micro Fiched

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Bobby A. Marchand
Chairman of the Board of Supervisors

ATTEST:

Micro Fiched

PETER McNAMEE, Clerk

By Ester E. Lucas, Deputy

BY [illegible]

[illegible] Mechanical Iron

[illegible]

[illegible]

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. [illegible].

BK

FILED
MAY - 9 1979
PETE HAMMOND, Clerk
BY DEPUTY

AGREEMENT NO. 79-198

(Lease Agreement for Use of Premises by the Social Services Department of the County of Yolo)

THIS AGREEMENT, made and entered into this 9th day of May, 1979, by and between JOSEPH M. AND MARY LOIS BYRNE, 3720 DELL ROAD, CARMICHAEL, CALIFORNIA, 95608, hereinafter called "LESSOR", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "TENANT".

W I T N E S S E T H:

AGREEMENTS:

Micro Fiched

1. LEASING AND DESCRIPTION OF PREMISES. LESSOR hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth approximately 2,000 square feet located at 628 Fourth Street, Davis, California, 95616, consisting of an open commercial building approximately 40 feet by 50 feet with glass front and two entry doors. Assessor Parcel No. 1-214-18-1.

2. TERM. The term of this agreement shall commence on June 1, 1979, and shall terminate on May 31, 1981. An additional two-year option is hereby incorporated, the cost of same to be negotiated not later than April 1, 1981. TENANT to give notice of intent to extend by March 1, 1981.

3. RENT. TENANT shall pay the sum of EIGHT HUNDRED SIXTY AND NO/100 ($860.00) DOLLARS to LESSOR, by County Warrant, on the first day of each month during the term of this lease, commencing on June 1, 1979. Total rental for two-year period shall be $20,640.00. This recognizes the amortized cost of minor building modifications required prior to occupancy including electrical, restroom entry and a service window. Payment to be made to Joseph M. Byrne, Sacramento Savings & Loan Association, 330 "E" Street, Davis, California, 95616.

4. INCREASES IN REAL ESTATE TAXES. TENANT, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon its demand an amount equal to one-sixth (1/6) share of all real estate taxes which shall, during the period of this lease be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes assessed against the premises for the fiscal year ending June 30, 1979

5. USE. The herein demised premises shall be used and occupied by the Department of Social Services of the County of Yolo for the purpose of offices or any other use reasonably related thereto.

Micro Fiched

6. COMPLIANCE WITH LAW. TENANT shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of said premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force that would be required for TENANT'S business.

7. ACCEPTANCE OF PREMISES: REPAIRS AND ALTERATIONS. The parties agree that the premises are rented unfurnished. LESSOR agrees to deliver up the premises in a clean and sanitary condition and in good repair, and TENANT agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls excluding glass which LESSOR agrees to keep in good repair at its expense. Said obligation on the part of the LESSOR is a covenant only and shall arise only after reasonable notice to LESSOR by TENANT of the necessity of such repair. Upon the termination of this

lease, TENANT shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that TENANT may make such interior non-structural modifications as TENANT may desire, provided only that said modifications shall be at the sole cost and expense of TENANT, and provided that TENANT shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by TENANT. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by TENANT, shall first be approved by LESSOR. TENANT may, at TENANT'S option, remove any such non-structural modifications at the end of the term hereof provided that TENANT shall repair any damage occasioned by such removal.

Micro Fiched

8. DESTRUCTION OF PREMISES. In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for TENANT'S use, the LESSOR shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire or other casualt-. Within thirty (30) days after such destruction or damage, LESSOR shall notify TENANT of its intention and election in this regard, and LESSOR'S failure to give such notice shall terminate this lease. In the event LESSOR shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that TENANT shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate

deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by TENANT on said premises.

9. UTILITIES. TENANT shall pay for all water, garbage, gas, heat, telephone, light, or power during the period of this lease.

10. ENTRY BY OWNER. TENANT shall permit LESSOR or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

11. WASTE. TENANT shall not commit, or suffer to be committed, any waste, upon said premises, or any other public or private nuisance.

Micro Fiched

12. MAINTENANCE. Notwithstanding anything to the contrary in this lease contained, LESSOR shall be responsible for the major repair (exceeding $125.00) of the mechanical, electrical, plumbing, air conditioning, heating facilities on the subject premises. TENANT will perform minor periodic maintenance including changing electric lamps and ballasts and changing heat and air conditioning filters and replacing all glass. In the event that LESSOR fails or refuses to make such repairs or causes such repairs to be made, then TENANT may cause the same to be done at the expense of LESSOR and such expense shall be offset against any monies due by the terms hereof from TENANT to LESSOR. The TENANT will maintain the leased premises in a safe, operable, neat and clean condition at all times, so long as the TENANT conforms to the above. The LESSOR will be responsible for major periodic breakdowns requiring major repairs or replacement over and above $125.00 per incident.

13. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express condition that LESSOR is to be free from all liability and claim for damages by reason of any injury to

any person or persons, including TENANT'S agents, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including TENANT, from any cause whatsoever while in or upon the said demised premises set forth in Paragraph 1 hereof, during the period of this lease, or any occupancy hereunder, TENANT hereby covenanting and agreeing to indemnify and save harmless LESSOR from all liability, loss, cost and obligation or any of them, on account of or arising out of any such injuries or losses however occurring.

14. INSURANCE. During the term of this lease agreement, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. TENANT shall pay increased costs of property insurance caused as a condition of its occupancy.

Micro Fiched

15. ASSIGNMENT OR SUBLETTING. TENANT shall not assign or sublet this lease, or any interest therein, without LESSOR'S permission first had and obtained. Any assignment or sublet of this lease without written consent shall void same and at the option of LESSOR, terminate this lease without further recourse by TENANT.

16. WAIVER. The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any

subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

17. BINDING ON SUCCESSORS. The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by TENANT in violation of the terms of Paragraph 15, hereof.

Micro Fiched

18. PARAGRAPH HEADINGS. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

19. NOTICES. Any notice required or permitted hereunder to be given to TENANT shall be deemed to have been given if mailed to the County Administrative Officer, Room 202, Courthouse, Woodland, California, 95695, postage prepaid, and any notice required or permitted hereunder to be given to LESSOR shall be deemed to have been given if mailed to LESSOR, postage prepaid, at the address of LESSOR from time to time specified by LESSOR. All official notices shall be certified mail.

20. CONDEMNATION. If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the TENANT shall be required to pay for the remainder of the term only such

portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, LESSOR shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR, and the TENANT shall have no claim thereto, and the TENANT hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages which the TENANT may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the usable floor space of the subject premises shall be taken, then TENANT may, in TENANT'S discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupancy hereunder.

Micro Fiched

21. TRADE FIXTURES AND IMPROVEMENTS. Upon the termination of this lease or upon the vacation of the premises by TENANT as in this agreement provided the TENANT may remove any improvements and any trade fixtures, furniture, and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with Paragraph 7 hereof.

/////

/////

/////

/////

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT
5-9-79

ATTEST:
PETER McNAMEE, CLERK

BY _____ Deputy

(SEAL)

Micro Fiched

_____
JOSEPH M. BYRNE

LESSOR

APPROVED AS TO FORM
CHARLES H. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

BF

FILED

MAY 11 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-199

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 8th day of May, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo County Attorneys' Association, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY, by Minute Order No. 76-1433, designated ASSOCIATION as the recognized employee organization for a unit designated as the Attorney's Unit consisting of certain County employees referred to therein.

2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment concerning the Attorneys' Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.

3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code Section 3505.1.

AGREEMENTS:

1. The ASSOCIATION and its members; each and all agree for the term of this Agreement to waive all right to representation by a recognized employee organization, including those representation rights provided by the Meyers-Milias-Brown Act and Yolo County Resolution No. 72-75, or any successor

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

enactment to each.

2. The term of this Agreement shall continue until either party shall terminate the Agreement by thirty (30) days notice in writing. Such notice shall be served by U. S. Mail, postage prepaid, addressed as follows:

COUNTY OF YOLO
Courthouse
Woodland, CA 95695

YOLO COUNTY ATTORNEYS' ASSOCIATION
P. O. Box 1756
Woodland, CA 95695

3. Upon termination of this Agreement and restoration of the representation rights waived herein, the Management Benefit Package or any successor thereto then in effect shall immediately cease to be applicable to members of the Attorney's representation unit and any benefits provided therein shall be provided as of the date of termination.

Micro Fiched

4. Integration:

It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto and that the terms and conditions of the Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or other discussions leading up to the Memorandum of Understanding.

5. Other Matters:

The parties agree that the COUNTY is under no obligation to take action with regard to any matters discussed in the meet and confer sessions leading up to this Memorandum, but not set forth in this agreement.

6. Coverage:

The memorandum governs only employees within the Attorneys' Unit

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

established by the County of Yolo pursuant to this Employer-Employee Relations policy as such Attorneys' Unit is constituted as of May 1, 1979, or as thereafter modified.

7. Saving Clause:

If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, COUNTY is authorized to take immediate action to achieve compliance with the law, and COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

Micro Fiched

8. Waiver:

(a) Except as otherwise mutually agreed upon, the County of Yolo shall not be required to meet and confer with respect to any subject or any matter pertaining to or covered by this memorandum of understanding or other matters within the scope of representation for the term of this agreement.

(b) Provided, however, if any portion of this memorandum of understanding is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision shall be restrained by any such tribunal, the COUNTY is authorized to take immediate action to achieve compliance with law and COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreement. COUNTY agrees to give notice to ASSOCIATION immediately insofar as possible following the service upon it of a restraining order or judgment containing a holding of invalidity or notice given to it by governmental authority that any portion is invalid by operation of law.

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 7th day of May, 1979.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
RICHARD T. UCHIDA
Designated Representative

Micro Fiched

YOLO COUNTY ATTORNEYS' ASSOCIATION

BY _____
DAVID HENDERSON

Designated Representative

Approved by Final Determination of the Board of Supervisors of the County of Yolo, this 8th day of May, 1979.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

MAY 11 1979

ATTEST:

PETER McNAMEE, CLERK

BY _____
Deputy

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

AGREEMENT NO. 79-200

BK

AMENDMENT #1 TO TRANSFER AGREEMENT NO. 03

between the Sacramento-Yolo Employment and Training Agency and the Yolo County Employment and Training Agency

The Sacramento-Yolo Employment and Training Agency and the Yolo County Employment and Training Agency agree to amend Transfer Agreement No. 03, as follows:

Exhibit A of the Agreement is hereby amended to read:

"Exhibit A consists of the following:

Micro Fiched

Inventory List Number 5, Page 1, 28 line items
Page 2, 34 line items
Page 3, 04 line items
Page 4, 04 line items
Page 5, 13 line items"

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, A Joint Powers Agency

DATED: 3/30/79

BY: David A. Rawlson, CJ
Chairman of the Board

YOLO COUNTY EMPLOYMENT AND TRAINING AGENCY
A political subdivision of the State of California

DATED: MAY 15 1979

BY: Betsy A. Marchand
Chairperson of the Board of Supervisors

FILED

MAY 23 1979

PETER McNAMEE, Clerk
By Vicki Miyahara
DEPUTY

SYETA

PROPERTY INVENTORY FORM

	ITEM	TAG #		ITEM	TAG #
1.	File cabinet	115674	33.		
2.	Chair, swivel with arms	110349	34.		
3.	Chair, swivel with arms	110211	35.		
4.	Desk, steel standard	100424	36.		
5.	Desk, steel standard	115585	37.		
6.	Bookcase	100424	38.		
7.	Table, folding	100425	39.		
8.	Chair, stacking	100467	40.		
9.	Chair, stacking	127036	41.		
10.	Chair, stacking	100461	42.		
11.	Chair, stacking	100429	43.		
12.	Chair, stacking	108341	44.		
13.	Chair, stacking	103663	45.		
14.			46.		
15.			47.		
16.			48.		
17.			49.		
18.			50.		
19.			51.		
20.			52.		
21.			53.		
22.			54.		
23.			55.		
24.			56.		
25.			57.		
26.			58.		
27.			59.		
28.			60.		
29.			61.		
30.			62.		
31.			63.		
32.			64.		

Micro Fiched

Tom Conn assumes total responsibility for the property listed above.

As of March 20, 1972

SYETA Staff

Receiver of the Property

Witness

15-5-5